AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
December 13, 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-57766** Resolution in Honor of Precinct 1 Commissioner A.C. Cuellar, Jr.

B. **AI-57762** Discussion and approval the Economic Development Incentives Program Guidelines and Criteria under the provisions of Section 381.004.

C. **AI-57763** Discussion and approval of the service agreement between Hidalgo County and VIDA in the amount of $187,000.00.

D. **AI-57769** 1. Discussion and approval of Letter of Support for the City of Edinburg Transportation Alternatives Program Grant Application for the Jackson Road Hike & Bike Project Phase II. 2. Discussion and approval of Letter of Support for the City of Edinburg Transportation Alternatives Program Grant Application for the Cano Walking Trail Lighting Project.

E. **AI-57764** Discussion and approval of Tax Abatement Agreement between Hidalgo County and Wonderful Citrus Packing LLC and approve order on same.

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

A. **AI-57547** Recognition and Certification of Precinct No. 1, Commissioner A.C. Cuellar by the Hidalgo County Clerk Official Record Keeper Arturo Guajardo, Jr. for having attended all 121 Regular Commissioners Court meetings since his election in 2013.

B. **AI-57715** Requesting approval of 2017 Official Bond and Oath for Elected Officials:
1. Marcos Luis Ochoa, Justice of the Peace, Pct. 3, Pl. 2
2. Lazaro "Larry" Gallardo, Constable Pct. #3
3. Jose Eduardo Guerra, County Sheriff
4. Luis J. Garza, J.P. Pct. 3, Pl. 1

7. **Constables:**

A. **AI-57666** Constable Pct 3:
Discussion, consideration and approval to appoint Kimberly Jean Echavarria as Deputy Constable by Constable Lazaro Gallardo, Jr., Constable Pct. 3, in accordance with the Texas Local Government Code Section 86.011.

B. **AI-57730** Constable Precinct 4:
Discussion, consideration, and approval to appoint Hector Hugo Garcia as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

8. **Sheriff's Office:**

A. **AI-57689** Sheriff's Office (1228)/(1100):
Approval to pay overtime and related fringes incurred by the Sheriff's Office not reimbursable under the STEP IDM Grant. Overtime and related fringes will be paid from Sheriff Federal Sharing-US Treasury (Fund 1228-Funding was approved on 10/13/16 (AI#56825).

B. **AI-57690** Requesting approval to rescind action taken on the following items:
1. AI#56392 (9/20/16) Authorization to accept the NIBRS Grant (Grant No. 3201101)
2. AI#56546 (9/27/16) Authorization and approval of Certification of Revenues (COR) and authorization to appropriate funds for NIBRS Grant.

C. **AI-57633** Requesting approval for County Treasurer to process payment for fuel reimbursement in the amount of $21.79 to Sergeant Ricardo Ramirez after auditing procedures are completed by County Auditor. Sergeant Ramirez paid for fuel expense with personal credit card due to Fuel Card not working properly.

D. **AI-57647** Sheriff's Office (1284):
Authorization and approval to de-obligate the amount of $610.03 in the OCDETF Account.

E. **AI-57720** Jail Commissary (2102):
1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of 2016 appropriation of funds into the Jail Commissary account in the amount of $25,000.00.

9. **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-57546** Update on progress of Electronic Library Implementation

C. **AI-57767** Resolution in Recognition of the La Joya ISD School Board

D. **AI-57632** Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, consideration and entering of an Order into the minutes the designation of the day of the week and week of the month of Hidalgo County Commissioners' Court Regular Term Meeting Tex. Loc Gov. Code ORDER OF THE COURT:
HIDALGO COUNTY COMMISSIONERS' COURT
Week of the Month: **4th week**
Day of the Week: **Tuesday**
Time of the Day: **9:30 a.m.** for the calendar year of 2017

E. **AI-57663** Approval to accept two money orders from Elena Salinas in the amount of $1,000.00 & $59.77 to settle auto accident claim with County vehicle. (Sheriff Office)

F. **AI-57731** Public Defense:
Requesting approval of payment of four (4) attorney vouchers totaling $1,250.00 (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Jaime Aleman 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)

G. **AI-57682** Approval of Revised Holiday Schedule for 2017 to correct/clarify New Years Eve Holiday should be December 29, 2017 (Friday) instead of January 1, 2018 (Monday)

10. **Human Resources:**

A. **AI-56657** Sheriff's Office:
Discussion, consideration, and action, in accordance with the Hidalgo County Civil Service Commission rules, for the following employee #141275 to be paid out for accrued compensatory time, and holiday leave time and employee #031356 to be paid out for accrued compensatory time and annual leave time.

B. **AI-57327** Constable Pct. #4 (1100):
1. Requesting waiver of the Budget Amendment Policy – Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 12/26/2016 and Calendar Year 2017 :

Action	Dept. / Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary

Budgeted Salary Adjustment (Reduce)	294-001	0003	Deputy Constable Step II	$51,834.00	$45,691.00
Budgeted Salary Adjustment/ (Reduce)	294-001	0019	Senior Deputy Constable Step I	$59,795.00	$49,822.00
Create	294-001	0024	Sergeant Step I	$0.00	$59,795.00

3. Approval to waive the posting, hiring and enrollment procedures and promote employee # 171395 to the Sergeant Step I, Slot# 0024 position.
4. Approval to delete one (1) regular full-time Deputy Constable position, Slot No. 0011, budgeted salary $44,577.00 effective upon Commissioners' Court approval and Calendar Year 2017.
5. Approval to revise the salary schedule in accordance with Commissioner's Court action.

C. **AI-57668** DA Investigation HB65 (1223):

1. Discussion, consideration, and approval to create one full-time position as follows, effective next full pay period of 12/26/2016 and Calendar Year 2017:

Dept/Program	Slot No.	Proposed Position Title	Proposed Budgeted Salary
080-007	0181	Advocate I	$33,990.00

2. Approval of appropriation of funds.
3. Approval to revise the salary schedule in accordance to Commissioners' Court action.

D. **AI-57694** Elections Department (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to create the following temporary full-time positions, not to exceed six (6) months, effective 01/01/2017 through 06/30/2017:

Dept/ Program	**Slot#**	**Position Title**	**Proposed Budgeted Salary / Hourly Rate**
130-001	T184	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T185	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T186	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T187	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T188	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T189	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T190	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T191	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T192	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T193	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr

3. Approval of intradepartmental transfer.
4. Approval to revise salary schedule in accordance with Commissioners Court action.

E. **AI-57714** Sheriff's Office (1100):

1. Discussion, consideration, and approval to create the following temporary full-time positions, not to exceed twelve (12) months, effective 01/01/2017 through 12/31/2017:

Dept/ Program	**Slot#**	**Position Title**	**Proposed Budgeted Salary/Hourly Rate**
280-002	T430	Detention Officer Step I	$32,305.00/yr - $15.53/hr
280-002	T431	Detention Officer Step I	$32,305.00/yr - $15.53/hr
280-002	T432	Detention Officer Step I	$32,305.00/yr - $15.53/hr
280-002	T433	Detention Officer Step I	$32,305.00/yr - $15.53/hr
280-002	T434	Detention Officer Step I	$32,305.00/yr - $15.53/hr
280-002	T435	Detention Officer Step I	$32,305.00/yr - $15.53/hr

2. Approval to utilize current HRMS Detention Officer applicant pool to select qualified applicants to fill the Detention Officer Step I (Temporary) positions.
3. Approval to revise salary schedule in accordance with Commissioners Court action.

F. **AI-57725** CCL#8 (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to create one (1) Regular Full Time Clerk I position, Slot 0008 at $24,960.00 proposed budgeted salary, effective upon Commissioners' court approval and Calendar Year 2017.
3. Approval to waive posting and hiring procedures and assign employee #212300 to Slot No. 0008, Clerk I position effective, January 01, 2017.
4. Approval to revise salary schedule in accordance with Commissioners Court action.

G. **AI-57727** Human Services (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions, effective next full pay period 12/26/2016 and Calendar Year 2017:

Action	**Dept/ Program**	**Slot#**	**Position Title**	**Current Budgeted Salary**	**Proposed Budgeted Salary**
Delete / Remove Longevity	240-001	0027	Eligibility Specialist I	$24,810.00	$0.00
				$420.00	$0.00
Delete	240-001	0032	Eligibility Specialist I	$24,810.00	$0.00
Create	240-001	0039	Eligibility Specialist II	$0.00	$28,940.00

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.

H. **AI-57583** Pct. 2 Road Maintenance (1200)/Facilities Management (1100):

1. Discussion, consideration and approval to create one full-time position as follows, effective upon Commissioners' Court approval and Calendar Year 2017:

Dept/Program	Slot No.	Proposed Position Title	Proposed Budgeted Salary

122-006	0099	Custodian II	$24,960.00

2. Approval to waive the posting, hiring and enrollment procedures and transfer employee #173193 from Custodian II position (220-001-0046) to Custodian II position (122-006-0099); pursuant to Section 3.16 of the Civil Service Commission Rules.
3. Approval of intradepartmental transfer.
4. Approval to revise the salary schedules in accordance to Commissioners' Court action.

I. **AI-57743** 206TH DC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 12/26/16 and Calendar Year 2017:

Action	Department	Slot#	Position Title	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance
Interpreter Pay (remove)	004-001	0003	Assistant Court Coordinator	$4,500.00	0.00
Salary Adjustment/ Increase	004-001	0004	Bailiff	$45,169.00	$50,169.00
Interpreter Pay (add)				$0.00	$6,000.00

3. Approval of transfer.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

11. **HIDTA - Task Force:**

A. **AI-57735** HIDTA Chapter 59 Asset Forfeiture (1251)/HIDTA TASK FORCE (1291)/HIDTA US Treasury Asset Forfeiture (1252)/HIDTA US Justice (1254):
1. Approval of 2017 HIDTA Chapter 59 Asset Forfeiture Budget (1251).
2. Approval of personnel actions as listed on exhibit "A", effective 01/01/2017.
3. Approval of revised salary schedules.
4. Approval of 2017 HIDTA US Treasury Asset Forfeiture Funds Budget (1252).
5. Approval of 2017 HIDTA US Justice Asset Forfeiture Funds Budget.
6. Authorization and approval for the Hidalgo County Criminal District Attorney's Office HIDTA Task agents to be paid instead of banking extra-duty hours from January 1, 2017 - December 31, 2017

12. **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

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

2. AI-57570 Consideration and approval of Contract for Participation for Out Stationed Eligibility Specialists in the Health Care Facilities at:
A. Doctor's Hospital at Renaissance
B. Knapp Medical Center
C. Mission Hospital, Inc.
D. Rio Grande Regional Hospital
E. McAllen Hospitals, LP (aka McAllen Medical and Edinburg Regional Medical Center)

3. AI-57596 A. Discussion, consideration and approval to draw down funds for Demonstration Year 5 Round 2 DSRIP Payments in the amount to be determined by HHSC instructions from the Local Provider Participation Fund (LPPF) with a settlement date of 12/19/16.
B. Approval of Certification of Revenues as certified by the County Auditor from the LPPF in the amount to be determined by HHSC instruction.
C. Approval of 2016 Appropriation of funds from the LPPF in the amount to be determined by HHSC instructions.

13. Fire Marshal's Office:

A. AI-57758 Requesting approval of Amendment to the following 2016 Rural Emergency Services Interlocal Agreement(s) with:
1. City of Weslaco
2. City of Mercedes

14. Adult Probation:

A. AI-57531 Adult Probation DWI Court (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2,918.00.
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2,918.00

15. Urban County:

A. AI-57747 Request approval for the Second Amendment to the 2014 HOME Community Housing Development Organization (CHDO) Program agreement between Hidalgo County Urban County Program and Proyecto Azteca and approval of the addendum (Right of Exercise) with Proyecto Azteca.

B. AI-57750 Requesting approval for the First Amendment to the 2015 HOME Community Housing Development Organization (CHDO) Program agreement between Hidalgo County Urban County Program and Proyecto Azteca and approval of the addendum (Right of Exercise) with Proyecto Azteca.

C. **AI-57681** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for Professional Services;

2. Presentation of the scoring grid for the purposes of ranking by Commissioners' Court of at least three (3) Geo-Technical and Construction Material Testing firms from the County's approved "pool" as graded and evaluated by Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453 DRS210068/DRS220068 Delta Area Connector East Lateral Project Phase I/Phase III.

Engineering Services	Grade	Ranked
Professional Service Industries, Inc.	91	
Raba Kistner Consultants	99	
Terracon	90	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of Geo-Technical and Construction Material Testing Services for the Delta Area Connector East Lateral Project Phase I/Phase III.

D. **AI-57674** The Urban County Program is requesting approval of a program amendment for the City of Palmview. The proposed amendment is for the Fiscal Year 25 (2012) Work Plan.

E. **AI-57685** Requesting authority to purchase kiddie cushion (mulch) through the County's Membership/Participation with BuyBoard's awarded vendor, KBW Supply (contract # 44-14), in the amount of $3,682.56 for Las Flores del Valle and Goza Parks located in Mercedes (FY 2016). Approval subject to HB 1295 compliance.

F. **AI-57667** "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 Goza Park located in Mercedes (FY 2016).

G. **AI-57665** "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 $1,750.00 for the Saladino Park located in Mercedes (FY 2015).

16. **Elections Administration:**

A. **AI-57636** Discussion, consideration and action, but not limited to Election Updates.

B. **AI-57493** 1. Approval of 2016 certification of revenues, as certified by the County Auditor for 2015 HAVA Program Income
2. Approval of 2016 appropriation of funds for HAVA Program Income Title 1 (1283) in the amount of $5,819.49.
3. Approval of 2016 appropriation of funds for HAVA Program Income Title 2 (1283) in the amount of $14,168.85.

17. **Head Start Program:**

A. **AI-57655** Presentation for Discussion, Consideration and Approval to Enter Into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Texas A&M University Health Science Center

B. **AI-57651** Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One and/or Two Years Term on the Interlocal Agreements for Facilities (under same terms and conditions) with the Following Entities:

Entity	Term	Head Start Center
City of Weslaco	1 Year	Weslaco I
McAllen Independent School District	2 Years	Austin One (A-1)

C. **AI-57652** Discussion/Approval on Request to Enter Into a Sixty (60) Month Lease Agreement for One (1) Postage Meter through the Hidalgo County's Membership/Participation with Texas Association of School Board (TASB) Buyboard Awarded Vendor Pitney Bowes (Contract #496-15)

D. **AI-57653** Presentation for Discussion, Consideration and Approval of a One Year Interlocal Agreement for the Lease of a Facility (McAllen V Head Start Center) Between the McAllen Housing Authority and Hidalgo County Head Start Program

E. **AI-57654** Presentation for Discussion, Consideration and Approval of a Two Year Interlocal Agreement for the Lease of Two Facilities (Edcouch Head Start Center and Edcouch Central Kitchen) between the Edcouch-Elsa Independent School District and Hidalgo County Head Start Program

18. **Planning Department:**

A. **AI-57699** 1. Final Approval
a. Los Vientos Estates Ph.3 Subdivision- Pct. 4 (Kathryn Irene East) (Brushline Road & Mile 22 ½ North Road)
No. of Lots: 9 Single Family
Flood Zone: X (Shaded)
Drainage: Yes, by reconstructing Mile 22 ½ North Road side ditch.
ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Will be providing a 1/3 escrow for the paving of Mile 22 ½ North Road.

b. San Martin No. 2 Subdivision- Pct. 1 (Tillmin Welch, President) (Canton Road & Val Verde Road)
No. of Lots: 38 Single Family
Flood Zone: C (Shaded)
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by the City of Donna
Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, OSSF
Paved: Yes, Canton Road and 3 internal streets.

19. Precinct #2 - Comm. Cantu:

A. AI-57768 Resolution recognizing the Winners of the San Juan Community Lion's Club Pageant

20. Precinct #3 - Comm. Flores:

A. AI-57693 1. Requesting approval to rescind action taken by Commissioner's Court on December 6, 2016 AI-57592, regarding Interlocal Cooperation Agreement between County of Hidalgo and City of Palmview.

2. 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).

3. 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 City through an Interlocal Cooperation Agreement to be entered into with the City of Palmview, Texas and Hidalgo County.

21. Precinct #4 - Comm. Palacios:

A. AI-57776 1. Requesting approval to rescind action taken by Commissioners Court on 10-13-16 AI #56846 regarding approval of First Amendment to ICA with ECISD
2. Approval of First Amendment to Interlocal Cooperation Agreement (ICA) between Hidalgo County and the Edinburg Consolidated Independent School District (ECISD) (Brewster Park)

22. Budget & Management:

A. AI-57765 Discussion, consideration and approval of the following Aetna Life Insurance Company forms, agreements and applications, with authority for County Judge to sign all required documents.
1. Escheatment Customer Election
2. NYHCRA Forms
3. Claim Fiduciary Agreement
4. Stop Loss Application
5. Plan Sponsor Letter of Agreement

B. AI-57757 Discussion, consideration and authorization for the Treasurer's Office to issue wire transfer payments to Aetna to cover medical claims in the absence of weekly Commissioner's Court meetings. Wire transfer and related paperwork to be brought to Commissioner's Court for ratification on the next available Commissioner's Court meeting.

C. **AI-57778** 1. Approval to designate the amount of $1,094,782.70 in the year 2016 for expenditures related to the 1115 Waiver Program.
2. Approval to designate the amount of $3,959,639.47 in the year 2016 for expenditures related to the New Courthouse.

D. **AI-57388** Salary Schedule - Various Departments:
1. Approval of redistribution of longevity pay adopted during the budget process as listed in Exhibit A.
2. Approval of transfer(s).
3. Approval to revise the salary schedule in accordance with Commissioners Court Action.

E. **AI-57637** Salary Schedule - Various Departments:
1. Approval to correct salary schedule discrepancies adopted during the budget process as listed in Exhibit A, effective 01/01/17.
2. Approval of transfer(s).
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

F. **AI-57640** 1. Approval and acceptance of Order dated November 30, 2016 setting salary of Court Reporters for 2017.
2. Approval of salary schedule changes, as per Exhibit A, in accordance with Commissioners Court action.
3. Approval and acceptance of Order dated November 30, 2016 setting salary of County Auditor, Assistant Auditors, and Budget of the County Auditor for 2017.
4. Approval of salary schedule changes, as per Exhibit B, in accordance with Commissioners Court action.

G. **AI-57641** Discussion, consideration and approval of all personnel actions approved after September 27, 2016 (2017 Budget Adoption date) and listed below, to be effective 01/01/2017:

1. Sheriff's Office (1100) / Jail Commissary (2102): Approval of the following personnel action(s) as previously approved by CC on 10/25/16, 11/15/16 & 12/06/16 (refer to agenda item no. 57000, 57113 & 57501):

Action	Dept./Prog.	Slot No.	Approved Position Title	Approved Salary/Allowance	Proposed Position Title	Proposed Budgeted Salary/Allowance
Create	280-015	0017	-	-	Detention Officer Step I	$32,305.00
Delete	280-015	0008	Clerk III	$26,958.00	-	$0.00
Add Clothing Allowance	280-001	0084	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00
Add Clothing Allowance	280-001	0086	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00
Salary Schedule Change	280-001	0114	Deputy Sheriff Step I	$44,577.00	Senior Deputy Sheriff Step II	$51,068.00

2. WIC (1292): Approval of the following personnel action(s) as previously approved by CC on 09/27/16 (refer to agenda item no. 56405):

Action	Dept./Prog.	Slot No.	Position Title	Approved Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Change in Funding Source	350-002	0001	Peer Counselor II	$25,830.00	$0.00	($25,830.00)
Change in Funding Source	350-002	0026	Community Peer Counselor	$26,794.00	$0.00	($26,794.00)
Change in Funding Source	350-002	0027	Community Peer Counselor	$26,794.00	$0.00	($26,794.00)
Change in Funding Source	350-002	0035	Peer Counselor Manager	$0.00	$28,836.00	$28,836.00
Change in Funding Source	350-002	0036	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Change in Funding Source	350-002	0037	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Create	350-002	0038	BF Coordinator Assistant	$0.00	$36,000.00	$36,000.00
Change in Funding Source	350-017	0002	Peer Counselor Manager	$28,836.00	$0.00	($28,836.00)
Change in Funding Source	350-017	0003	Peer Counselor I	$21,638.00	$0.00	($21,638.00)
Change in Funding Source	350-017	0004	Peer Counselor I	$21,638.00	$0.00	(21,638.00)
Change in Funding Source	350-017	0006	Peer Counselor II	$0.00	$25,830.00	$25,830.00

Change in Funding Source	350-017	0007	Community Peer Counselor	$0.00	$26,794.00	$26,794.00
Change in Funding Source	350-017	0008	Community Peer Counselor	$0.00	$26,794.00	$26,794.00

3. Constable Pct. 4 - TTBH Security (1285) / Constable Pct. 1 - TTBH (1285): Approval of the following personnel action(s) as previously approved by CC on 10/04/16, 11/15/16 & 12/06/16 (refer to agenda item no. 56653, 57316 & 57501):

Action	Dept./Prog.	Slot No.	Approved Position Title	Approved Budgeted Salary	Position Title	Proposed Budgeted Salary
Create	294-019	0001	-	-	Deputy Constable Step I	$44,577.00
Create	291-013-7	0001	-	-	Deputy Constable Step I	$44,577.00
Salary Schedule Change	291-013-7	0001	Deputy Constable Step I	$44,577.00	Deputy Constable Step II	$45,691.00

4. Criminal DA (1100) / DA Investigation HB65 (1223) / DA VCLG (1281) / CJD-DVSP (1281): Approval of the following personnel action(s) as previously approved by CC on 10/25/16 (refer to agenda item no. 56769, & 56909):

Action	Dept./Prog.	Slot No.	Current/Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Change In Funding Source	080-011	G001	Victim Assistance Coordinator	$43,260.00	$42,000.00
	080-002	0126		$0.00	$1,260.00
Create	080-018	G003	Administrative Assistant I	$0.00	$30,560.00
Salary Adjustment (Increase)	080-018	G002	Assistant District Attorney III	$65,405.00	$66,626.00
	080-007	A142	(Auto Allowance)	$900.00	$900.00

5. Criminal DA (1100) / Public Defender (1100) / DWI Court Grant (1289) / Re-Entry Court Grant (1289) / Misd DWI Court Program Grant (1289) / Mental Health Court Grant (1289) / Domestic Violence Court Grant (1289): Approval of the following personnel action(s) as previously approved by CC on 10/25/16 & 11/15/16 (refer to agenda item no. 56940, 56995 & 57291):

Action	Dept./Prog.	Slot No.	Position Title	Current Allowance Amount	Proposed Allowance Amount

Decrease Supplemental Pay	080-002	0026	Assistant District Attorney IV	$9,730.00	$9,690.00
Decrease Supplemental Pay	085-003	0003	Chief Public Defender	$9,820.00	$9,770.00
Decrease Supplemental Pay	080-002	0013	Assistant District Attorney IV	$9,800.00	$9,750.00
Decrease Supplemental Pay	085-003	0004	First Assistant Public Defender	$9,850.00	$9,820.00
Decrease Supplemental Pay	080-002	0009	Assistant District Attorney III	$9,750.00	$9,700.00
Authorize Supplemental Pay	085-003	0019	Public Defender III	$0.00	$9,740.00
Authorize Supplemental Pay	085-003	0001	Public Defender IV	$0.00	$11,750.00
Authorize Supplemental Pay	080-002	0010	Assistant District Attorney III	$0.00	$11,720.00

6. Juvenile Detention (1100) / Juv Dir Supervision (1100) / IV-E Foster Care DS (1296): Approval of the following personnel action(s) as previously approved by CC on 11/15/16 (refer to agenda item no. 57315):

Action	Dept./Prog.	Slot No.	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Remove Longevity	330-001 (Juv Detention Pre Adj.)	7925	JSO/Detention Officer	$36,366.00	$36,366.00
				$480.00	$0.00
Create Allowance Slot (Add Longevity)	330-031 (IV-E Foster Care DS)	7104	Probation Officer	$43,147.00	$43,147.00
	330-001 (Juv Dir Supervision)	7124		$0.00	$480.00

7. Facilities Management (1100): Approval of the following personnel action(s) as previously approved by CC on 11/15/16 (refer to agenda item no. 57075):

Action	Dept./Prog.	Slot No.	Current Position Title	Budgeted Salary	Proposed Position Title
Title Change	220-001	0017	Air Condition Technician Helper	$26,794.00	Custodian II

8.Pct. 4 Rd. Maintenance (1200): Approval of the following personnel action(s) as previously approved by CC on 11/15/16 (refer to agenda item no. 57341):

Action	Dept./Prog.	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	124-007	0034	Equipment Operator I	$26,341.00	$0.00
Delete	124-007	0078	Administrative Assistant IV	$36,312.00	$0.00
Create	124-007	0084	GIS Operator III	$0.00	$52,937.00

9. HIDTA Chapter 59 (1251): Approval of the following personnel action(s) as previously approved by CC on 11/22/16 (refer to agenda item no. 57280):

Action	Dept./Prog.	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	270-011	0028	Criminal Investigator II	$61,800.00	Task Force Operations Supervisor	$70,000.00

10. Approval of transfers.
11. Approval to revise the salary schedule in accordance with Commissioners Court action.

H. **AI-57684** TXDOT-Pct 1 Mile 2W (Mile 12-US83):
Concurrence of Change Order #5 as submitted by TXDOT for Mile 2 West Project, CSJ#0921-02-170, with authority for County Judge to sign TXDOT Form 2146-AFA.

I. **AI-57703** TXDOT Pct 1:
1. Discussion, consideration, and approval of Advance Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation (TXDOT) for Off-System Replacement Project of Charles Green (CR 342) over Irrigation Canal (CSJ: 0921-02-331) with authority for the County Judge to sign all required documentation.
2. Approval to issue check payable to the Texas Department of Transportation Trust Fund in the amount of $750.00 for the County's estimated share of preliminary engineering for the Off-System Replacement Project of Charles Green (CR 342), with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor. (CSJ: 0921-02-331)

23. **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-57742** Requesting approval of the final negotiated agreement #C-16-357-12-13 with Gregorio Pina, Ph.D. for the purpose of: Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies.

2. **AI-57409** Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: "Hidalgo County Pool of Professional Services" for the following;

A. Architectural Services RFQ-2017-005-02-01-YZV
B. Engineers Services - RFQ-2017-006-02-01-YSI
C. Eng. Serv. Geo-technical & Construction Material Testing - RFQ-2017-007-02-01-SMA
D. Construction Managements Services-RFQ-2017-008-02-01-HGO
E. Appraisal and/or Review Services-RFQ-2017-009-02-01-SGS
F. Surveying Services RFQ-2017-010-02-01-TDL

for selection on an "as needed basis" [through a grading/scoring, ranking, negotiation protocol as established by CC] per project by Hidalgo County Commissioners' Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective March 16, 2017 through March 15, 2018.

3. **AI-57507** 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).

B. **Pct. 1**

1. **AI-57719** A. Recommendation by project engineers, LeFevre Engineering & Management Consulting, LLC, & TEDSI Infrastructure Group to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, subject to compliance with HB 1295 and SAM.gov , for the following FEMA projects in the amounts listed:

	PROJECT NAME	PROJECT NO.	AWARD RECOMMENDATION	AMOUNT:

			TO VENDOR:	
1	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Indian Hills Subdivision	2016-399-12-07	IOC Company	$1,280,979.70
2	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 13 1/2 North Road, Mile 11 North Road, and Yvette Circle	2016-398-12-07	2GS, LLC dba Earthworks Enterprises	$519,662.30

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Raul Lozano, [unless otherwise voiced/announced by Current Commissioner] to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

2. AI-57645 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 # 752757,753067, 751919
- Requisition: 310264,310267,310255,310236

C. Pct. 2

1. AI-57726 A. Requesting authority to advertise in accordance with Government Code,Title 10, SUBCHAPTER F. CONSTRUCTION MANAGER AT RISK, TWO [2] STEP PROCESS for the: Design and Construction of a Multi-Use Facility to be located on the site of the current Palmer Pavilion Building [does not include the Gilmore Kitchen];

B. Approval of the CMAR procurement packet for the Design and Construction of a Multi-Use Facility to be located on the site of the current Palmer Pavilion Building [does not include the Gilmore Kitchen];
C. Requesting a declaration of "Surplus" for the purpose of disposition through demolition/destruction the Palmer Pavilion Building/Structure [41 years old/fully depreciated as supporting documentation confirms] not to include Gilmore Kitchen [through sealed quotes by Pct. 2 staff but in no event to exceed $50K].

2. AI-57688 A. Pursuant to Texas LGC Chapter/Section 263.151 (2)(B)(C)(CD) and 263.152 (a)(2) action to declare one (1) 2007 Terex TX970B Backhoe one (1) 2004 Terex TX760 Backhoe and one (1) JCB Model 215S Backhoe as "Surplus" [detailed & described in the Exhibit attached herein] for the purpose of disposition [of the 3 units] for use as "Trade-Ins" toward the acquisition of new units;

B. Approval to Purchase through Buyboard awarded vendor, John Deere Construction Retail Sales via Contract 515-16 - two (2) - 410L Backhoe Loader through Requisition #310098 in the amount of $176,992.00 for Pct. #2.

3. **AI-57756** Pct. #2 requesting that the three [3] structures detailed below be declared "Surplus" for the purpose of disposition through demolition [to be procured by Pct.#2 via sealed quotes but in no way to exceed $50K] as the structures have all been fully depreciated as detailed in supporting documentation attached herein:
A. Old House located at Palmer Pavilion-Asset ID#3054;
B. Portable Building at Lopezville Park-Asset ID#3062;
C. Old Pct. #2 Mechanic Shop-Asset ID#3056;

D. Pct. 3

1. **AI-57661** Approval to execute a lease of land agreement (remains as approved as a Sole Source by CC 12/20/11), with Jose Ramirez, Jr., for the purposes of landfill access at "Penitas Landfill"under TCEQ Permit No. MSW 1727 for the residents residing in areas outside the ETJ of Cities in Precinct No. 3.

E. Pct. 4

1. **AI-57773** A. Acknowledgement, acceptance and concurrence from the City of Edinburg [as detailed in supporting documentation] that a portion of Ramseyer Rd. [limits between Doolittle and I-69] that falls within the city has been recently paved by Hidalgo County Precinct #4 with no cost to the City and for which no reimbursement will be sought by County;

B. Acceptance and approval to process payment for the invoices detailed herein [as part of the materials used for the paving completed and described in Caption A, above:
1. Frontera Materials, Inc. - Inv. #216-10892 - $17,540.36;
2. Pavement Markings - Inv. #4306 - $5,664.33 or $5,664.60 [amount on PO#739727];

F. Health & Human Services Dept.

1. **AI-57552** Approval of "Second Amendment" to Service Agreement C-16-089-05-10 between Hidalgo County Health & Human Services Department and Ivan Melendez, M.D. for the provision of Physician Servicers-TB Clients [as permitted under the current terms of agreement] subject to compliance with HB 1295.

G. County Clerk

1. **AI-57708** Requesting approval of "CORRECTION" of agreement # to reflect [HHS Contract No. Attachment A] and NOT HHS Contract No. 2014-44214-001 on the Data Use Agreement (DUA) between the Texas Health and Human Services Enterprises and Hidalgo County commencing with County Clerk as (approved by CC on 05/10/16-AI-54486).

24. Open Forum

25. 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-57722** Pending/potential litigation - matter involving joint real estate sale by the County of Hidalgo, City of Edinburg, Edinburg EDC and others

D. **AI-57738** Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

26. 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)

27. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-57721** Pending/potential litigation - matter involving joint real estate sale by the County of Hidalgo, City of Edinburg, Edinburg EDC and others

D. **AI-57739** Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

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

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

30. **Adjourn**

AI-57766 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in Honor of Precinct 1 Commissioner A.C. Cuellar, Jr.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:37 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Monica Badillo Started On: 12/09/2016 01:05 PM

Final Approval Date: 12/09/2016

RESOLUTION IN HONOR OF PRECINCT 1 COMMISSIONER A.C. CUELLAR, JR.

WHEREAS, Precinct 1 Commissioner A.C. Cuellar, Jr. has served the community, and especially the residents of his Precinct, with distinction and honor; and

WHEREAS, Commissioner Cuellar began serving his second term after having previously been appointed to the post in 2010. Commissioner Cuellar was sworn into office for his first full term on January 1, 2013; and

WHEREAS, during his 5 years in office, Commissioner Cuellar has made improving drainage and roads his top priorities; and

WHEREAS, some of his accomplishments include acquiring $6 million in new equipment, which allows for multiple projects to be handled simultaneously; garnering $8.4 million in FEMA monies to reconstruct and repair 38 roads; collaborating with Urban County, Drainage District No. 1 and others on a $15 million East Lateral Project, which will provide drainage improvements to approximately 55,000 residents who live in the 56-square-mile-area that the project serves; and working on a $100 million Delta-region water management project that will limit countywide flooding, protect fragile ecosystems, promote economic and agriculture development, and provide a new source of raw water for the region; and

WHEREAS, Commissioner Cuellar is the son of Arturo Carlos Cuellar, Sr., a World War II veteran, and Juanita Lozano Cuellar. He was born in Mercedes and raised in Weslaco. He is married to Yolanda Cuellar and has four children; and

WHEREAS, he has had perfect attendance at Commissioners Court during his five years in office. Commissioner Cuellar plans to devote more time to his businesses and will remain active in the community.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby honor Precinct 1 Commissioner A.C. Cuellar, Jr. for outstanding service, dedication, and commitment to employees and residents in Precinct 1, and for his work as a member of Commissioners Court.

Approved this 13th 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-57762 **County Judge's Office** **5. B.**

CC - REGULAR

Meeting Date: 12/13/2016

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

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval the Economic Development Incentives Program Guidelines and Criteria under the provisions of Section 381.004.

BACKGROUND

Fiscal Impact

Attachments

draft agrmt

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 02:58 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Virginia Jones		Started On: 12/09/2016 12:20 PM
Final Approval Date: 12/09/2016		

ECONOMIC DEVELOPMENT INCENTIVES PROGRAM

GUIDELINES & CRITERIA FOR PARTICIPATION IN PROJECTS UNDER CHAPTER 381 OF THE TEXAS LOCAL GOVERNMENT CODE

SECTION I. GENERAL PURPOSE

The County of Hidalgo (the "County") has established an economic development program pursuant to Section 381.004 of the Texas Local Government Code. This program evidences the County's continuing commitment to improving the growth, sustainability and diversity of the local economy, and thereby contribute to the long-term prosperity of the County and its citizens.

In accordance with Section 381.004, the County authorizes the County Judge to continue to develop and administer this economic development program:

(1) for state or local economic development;

(2) for small or disadvantaged business development;

(3) to stimulate, encourage, and develop business location and commercial activity in the County;

(4) to promote or advertise the County and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;

(5) to improve the extent to which women and minority businesses are awarded the County contracts;

(6) to support comprehensive literacy programs for the benefit of County residents; or

(7) for the encouragement, promotion, improvement, and application of the arts;

It is the policy of the County to implement its economic development program to

(1) cooperate with cities to improve the quality of life of their residents;

(2) plan for and promote the future development of the County, including communities, rural areas, and the Rio Grande Valley region; and

(3) eliminate duplication and promote efficiency in the coordinated economic development of Hidalgo County.

The County aims to be flexible and innovating in exploring various avenues for economic development through this program and welcomes input from the community regarding other ways to support economic development in the County.

DRAFT

Through this program, the County may provide incentives for certain private and/or public developers and businesses that make or will make a measurable difference in achieving economic growth and development, expanding and diversifying the tax base and creating new employment opportunities within the County, pursuant to Chapter 381, Texas Local Government Code.

The County may use grants or loans of County funds, tax incentives and, to the extent the legislature appropriates unclaimed money the comptroller receives under Chapter 74, Property Code ("Comptroller Funds"), any Comptroller Funds received by the County in carrying out the program.

This program includes training for County personnel, support for various programs and initiatives that contribute to these economic development goals and purposes stated above and support for industry and businesses.

This policy also includes standards by which new businesses or expansion of existing businesses, and new developments or re-developments may be considered for financial incentives. The County will only consider granting such incentives to business and industry to the help alleviate underdeveloped, unproductive and/or blighted areas in the County that, without such incentives, would not normally be developed or redeveloped.

It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria outlined in this document (the "Guidelines and Criteria"). The County is not obligated to grant any incentives to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide such incentives to any applicant. All applicants will be considered on a case-by-case basis, and the decision to approve or deny any incentives to any particular applicant will be at the discretion of the Commissioners Court of the County. Adoption of these Guidelines and Criteria does not (1) limit the discretion of the Commissioners Court to decide whether to grant a specific incentive or enter into any related agreement, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application for incentives or (3) create any property, contract or other legal right in any person to have the County consider or grant a specific application or request for incentives.

SECTION II. PROGRAM COMPONENTS.

A. **Economic Development Office Initiatives**. The staff of the County Judge's office tasked with oversight of economic development matters for the county (the "economic development office") shall as part of this program:
    i. implement and oversee marketing and advertising programs to support the purposes hereof; and
    ii. participate in training and educational programs concerning economic development, including travel and other incidental expenses related thereto.

B. **Literacy Programs and Arts Development Initiatives**. The County's economic development office is instructed to develop requirements for arts and literacy projects

that may be supported through this program, including developing an appropriate application for this component of the program. Projects must demonstrate either support for economic development or increased attractiveness of the County for economic development. The County anticipates such projects will be nonprofit.

C. **Financial Incentives for Business and Industry.** Business and industry development projects meeting the Guidelines and Criteria set forth below may be considered for financial incentives as part of this program. The County will use its tax abatement application as the application for this program (with applicants required to provide such additional materials as required to meet the requirements hereunder), until such time, if any, as the economic development office opts to utilize a separate application.

D. **University of Texas System Medical School.** The County finds that assisting the development of the new University of Texas System medical school in the County (the "Medical School"), will substantially enhance economic development in the County through the construction and development of the Medical School, the operation of the medical school and the improvement to the health and welfare of the workforce. Until such time, if any, as a hospital district is approved and implemented for the Medical School, the County may include support of the Medical School under this program.

E. **Continuing and Grandfathered Projects.** The County finds that continuing existing programs funded by the County through Chapter 381 ("Continuing Projects") as well as Grandfathered Projects (as defined below) may help serve the economic development needs of the County. The County may include funding for Continuing Projects and Grandfathered Projects under this program.

SECTION III. AVAILABLE ECONOMIC DEVELOPMENT INCENTIVES

Given the extensive need for economic development in the County, this program incorporates the broad range of incentives that the County is authorized to offer, including the following:

- Reimbursement based on property tax increment payments*
- Assistance in pursuing grant/loan funding from other public agencies
- Making loans or grants of public money
- Providing personnel and services of the County
- Other forms of requested assistance as may be approved by the County

* While frequently referred to as rebates, the incentives are actually reimbursements of amounts paid by the applicant on improvements related to the project, which payments are made from the tax increment paid by the business, and not rebates in fact.

A. Comptroller Funds.

Each fiscal year, the County shall request Comptroller Funds.

DRAFT

Provision of funds to literacy and arts projects pursuant to Section II.B. above shall only be made as part of this program to the extent the County has sufficient Comptroller Funds available during the applicable year.

The County may also use Comptroller Funds for other purposes hereunder, except with respect to projects approved pursuant to Section II.C.

B. Tax Increment, Tax Abatement and Similar Incentives

With respect to projects included hereunder pursuant to Section II.C above, the incentives will be funded from property tax from the related property and may be granted for a period of not more than ten years. As a matter of general policy, more than one type of incentive (i.e., tax abatement, tax reinvestment zones, and Chapter 381 agreements entered into as a result of this policy) will not be used simultaneously unless the revenue stream from which the incentives granted in the Chapter 381 agreement are funded is derived from sources other than property tax.

The manner for calculating the tax increment will be included in the agreement, and will usually track the Tax Increment Financing Act calculation pursuant to the tax abatement guidelines. Generally, the development must commence within one year of applying for the incentive and construction must be completed within two years of execution of the agreement unless the agreement allows for construction in phases. The year the agreement is executed will be the base for determining the tax increment, and no incentive payment will be made until the calendar year following completion of the project and compliance with the employment requirements set forth in the agreement. In determining the amount of a tax increment from which an incentive may be calculated, any tax revenue resulting from a tax roll-back will not be considered as part of the award incentive. Any other artificial increases in tax revenue will also be excluded.

The amounts of incentives available hereunder will be governed by the tax abatement guidelines, provided that the agreement will require each year that the applicable tax abatement percentage will be reduced by 5% (for example, in year two, a 40% abatement will be reduced to 35%) or, in the case of Extraordinary Impact projects, 2.5%, with a 5% abatement being the floor.

Award of incentives requires the applicant to meet eligibility criteria and enter into an agreement with the County, which is approved by the Commissioners Court. The County may require a master development agreement as part of the application process when other public entities are participating in the Project.

The application process and incentive award is administered by the economic development office.

The Commissioners Court shall consider the percentage of the tax increment that the County will award as an economic incentive on a case-by-case basis through proper and reasonable negotiations with an applicant and other participating public entities. As a matter of general policy, the County will exclude any amount required for debt service when determining a participation or award amount.

DRAFT

C. Pilot Program on Job Creation and Retention.

As part of its endeavor to explore different approaches for economic growth in the County, in lieu of the other incentives available hereunder, incentives based on Job creation and retention will be available to Grandfathered Projects. The incentive available to a Grandfathered Project will be capped at the maximum incentive per year that, in the County's calculation, would have been applicable pursuant to the applicable original agreement. The incentive will be funded from the tax increment generated by the Grandfathered Project, with the base year being the base year that would have been applicable for the original agreement. January 1 of the base year will also be used in the applicable 381 agreement as the base for job creation and retention. The incentive available will be a maximum of $150 per job, provided the maximum incentive will be capped as set forth above.

D. Grants and Loans of Public Funds.

Except as expressly provided in these Guidelines and Criteria, the County will not make grants or loans of public funds of public funds pursuant to this program. Until such time as a hospital district is established and implemented for the Medical School, the County may, however, consider provision of public funds to the Medical School hereunder.

E. Provision of County Services and Personnel

Upon request, the County will consider provision of specific services and personnel on a case by case basis.

SECTION IV. MINIMUM REQUIREMENTS FOR FINANCIAL INCENTIVES TO BUSINESSES AND INDUSTRY

Except as otherwise set forth in this policy, in order to be considered for incentives under this program pursuant to Section II.C, a project must meet the following minimum requirements, and must explain in the project plan (submitted as part of the application) how the requirements are met:

A. The County pursues a stable, year-round economy with unemployment rates at least as favorable as the rest of Texas. The project must create at least 26 new jobs.

B. The County seeks to attract projects that will include substantial economic development for the County. The project must invest at least $1.5 million in real and personal property in the County.

C. The project, including all businesses and entities related to it, must comply with all applicable environmental and governmental regulations during the term of incentive agreement.

D. In the event the project is located in whole or in part in any municipality, the municipality must (i) fund at least 50% of the total costs of the proposed public improvements or associated project costs for which incentives are provided by the County and (ii) assume

responsibility for any future maintenance costs associated with such public improvements (if applicable).

Requirements:

- Application includes a statement of compliance with all applicable rules and regulations.
- Application includes a copy of city ordinance and related agreement that demonstrates funding and maintenance commitments toward the project.
- Such other documentation as required by the County.

Grandfathered Projects are deemed to have met the minimum requirements.

While the County is not obligated to grant incentives to any applicant, an applicant pursuant to Section II.C. must meet the minimum criteria set forth about in this section and qualify under Section V in order to be eligible for consideration for any incentives under these Guidelines and Criteria. A project meeting all of these criteria does not entitle the applicant to incentives for the project, and nothing contained herein limits the discretion of the Commissioners Court with respect to denying incentives.

This process is intended to ensure that projects the County invests in pursuant to Section II.C. of this program are of a certain quality, and that the projects match the region's needs and result in viable opportunities for the local workforce.

SECTION V. GENERAL CRITERIA

Projects meeting the minimum requirements set forth in Section IV above or within an exception below, will be evaluated on the following criteria and scored accordingly.

A. Overall Economic and Fiscal Impact

The project must demonstrate public purpose and economic benefit through advancement of the County's economic goals, including expanding the tax base, creating jobs, increasing private capital investment in the community, spurring development in targeted County locations; or encouraging development of targeted businesses or clusters desirable to enhance the County's economy.

Requirements:

- Economic impact analysis (jobs, economic activity)
- Net fiscal impact analysis
- Other project-specific items

B. Linkages to Local Economy

1. The County supports the development of underdeveloped areas, blighted areas, and targeted infill areas within the County. Specifically, the County desires to support

projects that benefit rural areas within the County and those areas with high unemployment.

2. The County supports the retention and expansion of existing businesses within the County, and the maintenance and attraction of headquarters operations to the County.

3. The County seeks to attract businesses within the industry clusters identified by Workforce Solutions in the Industry Cluster Analyses for the Rio Grande Valley: manufacturing, transportation, logistics and warehousing, business and professional services, retail, tourism, recreation and entertainment, and health services and medical technologies. In particular, the County seeks to encourage development of new industry clusters, such as telecommunications and technology. The applicant must be in a growing industry and demonstrate financial stability and capacity to complete the project.

4. The County of Hidalgo supports the attraction and retention of companies that have strong regional, national, or international markets for their products or services.

5. The County supports projects that create contracting opportunities for local firms, especially small and disadvantaged business.

Requirements:

- Application must include a detailed project plan, which covers the above criteria, including establishing goals for diversity in vendor contracting.
- Analysis of materials provided with application and information gleaned from secondary sources.

C. Infrastructure Impact

1. The County supports projects that positively impact the County and communities in the County, and that have a regional benefit beyond the proposed project.

Requirement:

- Application includes a detailed description of any public improvements that will be undertaken, how they will be funded, and a statement about how these improvements benefit the County, or an area and/or region of the County.

2. A project should generate revenues to the County which outweigh costs associated with incentives. The County will not consider projects that make a disproportionate demand on County's infrastructure.

Requirement:

- Net fiscal impact analysis, economic impact analysis, and other information included in application and obtained from other sources.

DRAFT

3. The County supports projects that provide new public facilities (e.g., park and other public open space, libraries, hike and bike trails) and/or meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification.

Requirement:

- Documentation of public facilities, programs or services included in application.
- U.S. Green Building Council LEED Standards/Certification

D. Character of Jobs/Labor Force Practices

The County seeks to attract projects that create substantial employment opportunities, with an emphasis on the following:

1. The County will consider average wage paid and how wages compare to the local or national industry average. The County will also consider the median wage paid and how job categories and wages are distributed with the overall structure of the business. Specifically, the County is interested in jobs that pay a wage or salary equal to or greater than the then current Hidalgo County Median Wage as computed annually by the Texas Workforce Commission. (For example, 2006 Median wage was $19,582/year or $9.41/hour.)

2. The County seeks to attract projects in which the majority of the new hires are already residents of the County.

3. The County is interested in projects that provide education, training or other opportunities for advancement.

Requirements:

- Total of number of jobs created.
- Average and median wages compared to national/regional averages.
- Estimate of percentage of hiring from local labor force.
- Employee training plan or other information in application about available opportunities for advancement.

E. Extraordinary Impact

For a project to be eligible for additional consideration for incentives pursuant to these Guidelines and Criteria, the business or commercial development project, in the opinion of the Hidalgo County Commissioners Court, must meet all of the following additional criteria:

1. The project creates 250 or more jobs (as defined in Section IV.A. above).

DRAFT

2. The project invests $25 million or more in real and personal property within the County.
3. The project makes health benefits available to its employees, including paying at least 50% of the insurance premium.

Requirements:

- Economic impact analysis (jobs, economic activity).
- Net fiscal impact analysis.
- Documentation of health benefits.

F. Qualification By Means of Other Economic Development Programs (Grandfathered Projects)

In lieu of meeting the requirements set forth in Section V.A through E above, a project (each, a "Grandfathered Project") may be eligible for incentives hereunder if it meets the following criteria:

1. The applicant previously applied for economic development incentives from the County through a different program prior to adoption of these Guidelines and Criteria.
2. Commissioners Court previously approved economic development assistance through other County programs (such as tax abatement).
3. The applicant did not receive economic development assistance from County for the project due to issues involving lack of participation of a non-applicant owner of real property involved in the project.
4. The project has and is expected to continue to provide to the County the economic benefits for which the County originally approved economic development assistance, including that it has created or will create at least 26 jobs (as defined in Section IV.A. above) and that the project invests or has invested $1.5 million or more in real and personal property within the County.

Requirements:

- Update original application, including economic impact analysis (jobs, economic activity), and explanation of how the project meets the goals of this program.
- Net fiscal impact analysis.
- Documentation of jobs, investment and health benefits.
- Release the County from any and all obligations under original economic development incentive program and/or agreements.

G. Continuing Projects

In lieu of meeting the requirements set forth above in this Section V, a Continuing Project may be eligible for incentives hereunder if it meets the following criteria:

DRAFT

1. The Continuing Project has received economic development incentives from the County through Chapter 381 within the fifteen months prior to the request for incentives hereunder.
2. The County is satisfied with the performance of the Continuing Project.
3. The request is for incentives of a similar kind to the previously granted incentives and is for the purpose of continuing and/or expanding the Continuing Project.

Requirements:

- Update original application, if any.
- Provide information on progress of the Continuing Project, ongoing needs and explanation of how the Continuing Project meets the goals of this program.

SECTION VI. APPLICATION AND EVALUATION PROCESS

The County will review the project plan and other materials submitted by the applicant. The economic development office may make a recommendation to Commissioners Court as to the suitability of a project and appropriate incentives as set forth below.

The decision to provide any economic development incentives will be considered on a project-by-project basis, in accordance with the criteria set forth in this policy, and at the discretion of the Hidalgo County Commissioners Court who, with respect to:

(i) Continuing Projects and applicants who submitted a written request for incentives through other economic development programs prior to January 1, 2014;
(ii) applicants concerning projects within any existing or proposed County transportation reinvestment zone in accordance with Section 222.107 of the Texas Transportation Code;
(iii) the Medical School; and
(iv) applicants concerning projects of Extraordinary Impact

may waive some or all of the requirements, criteria and application award process set forth in this policy if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting both the waiver and the economic development incentive.

The County will consider participating in projects pursuant to Sections II.B-C and E on a case-by-case basis when a fully completed application in a form provided by the County is received by the Office of the County Judge (or such other documentation as is required hereunder), which may be forwarded to such office by the applicable Precinct, and when the application is accompanied by all of the required information and any subsequent information requested by such office, which will be used by the economic development office and Commissioners Court to evaluate the County's participation in awarding incentives under a Chapter 381 agreement.

The information requested on the application will allow the County to assess the project's eligibility, perform a cost/benefit analysis of the proposed project, and evaluate the proposed project based on the County's incentive award amount criteria.

DRAFT

Applications should be received by the County Judge's Office no later than October 1, in order to have an agreement considered and executed in the same year that the application is submitted to the County; it being understood that certain applications may require additional time for review and that the County may decline to grant requested incentives in its discretion.

All information provided by the applicant that is labeled confidential shall be treated as confidential to the extent permitted by State law, including without limitation Section 312.003 of Texas Tax Code and Section 552 of the Texas Government Code. When an economic incentive is awarded by the Commissioner's Court, the core business data required to demonstrate eligibility will be included in the public report to the Commissioner's Court. The incentive agreement will also be available to the public.

Applicants for incentives under Section II.C must submit with the application, proof of having paid to the County a non-refundable application fee of $1,000 in accordance with the tax abatement guidelines, if applicable, (which may include proof of having previously paid such fee to the County in the case of a Grandfathered Project). Such fee is to partially offset the County's expenses in reviewing the application and shall not be refunded in the event the application is withdrawn by applicant or denied by the County. By paying the fee or submitting an application, the applicant agrees to these Guidelines and Criteria, including without limitation that the fee is non-refundable.

The application and award process is as follows:

1. The application is submitted to the County Judge's Office with a copy of the receipt issued by the Hidalgo County Treasurer evidencing payment of the application fee.

2. A determination of eligibility based on the minimum requirements, if applicable is made by the economic development office, and if the determination is that such requirements are not met, the applicant is so notified and the application process ends.

3. The application, if deemed to meet the minimum requirements, is referred to the auditor's office, budget office, tax office, planning department, and appropriate County precinct office for comments.

4. A representative from the budget office, tax office, planning department and each of the four County Precincts may submit recommendations to the economic development office as to how such representatives rate the project based upon the evaluation criteria.

5. The economic development office may then recommend what incentives, if any, the applicant should receive and length of incentive, based on the results of the evaluation criteria rating. If the economic development Office does not recommend an incentive, the economic development office shall so notify the applicant and the application process ends unless the Commissioners Court directs the economic development office to reconsider an application.

6. If an incentive is recommended, the project is referred to legal counsel for review and preparation of an agreement.

DRAFT

7. The Economic Development Office recommends an economic incentive award amount, duration and type to the Commissioner's Court for their review and action.

8. The Commissioner's Court reviews the Economic Development Office's recommendation and may deny the application or take such other action as it deems appropriate, which may include approving the recommended incentive.

9. If an incentive is authorized by the Commissioner's Court, an appropriate agreement is entered into with the applicant, defining the terms and conditions of the award.

10. Except with respect to the projects qualifying pursuant to Section VF (which may commence construction after submission of the original application), Project construction may only commence after the appropriate agreement is entered with the applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

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

    b) The project's site has been cleared and prepared for development;

    c) Construction (including renovations or tenant finish-out) has begun;

    d) Site specific infrastructure has begun to be installed; or

    e) Equipment, inventory, or employees have been relocated to the new site.

If at any stage the application is found to be missing required elements, or additional information is deemed to be needed, the application will be on hold until such time as the elements or information is provided. Any application on hold for 30 days will be deemed voluntarily withdrawn by the applicant. Receipt of the elements or information may cause the application to need to repeat steps in the process. An appeal of any action hereunder must be submitted to the Office of the County Judge, for review by the Commissioners Court, within thirty days of such action.

Without limiting the generality of the foregoing, incentives approved by the Commissioners Court are subject to the applicant (and any other parties required by the County) entering into a written agreement on terms acceptable to the County and the incentives will not be provided to the applicant absent such written agreement.

SECTION VII. COMPLIANCE

All economic development incentives will be formalized in a written agreement between the County, the applicant, and, if applicable, one or more cities. The recipient of the incentive will be required to meet the following performance criteria:

- Compliance with all applicable requirements under this policy.
- Compliance with all applicable governmental laws, rules and regulations.
- Jobs created as required in the agreement.
- Capital investment in real and personal property as required in the agreement.
- Compliance with wage requirements.
- Compliance with any other conditions imposed by the Economic Development Incentives Agreement.

The County reserves the right to audit the recipient to assure compliance with the Economic Development Incentives Agreement. The recipient will be required to certify compliance with any conditions imposed by the agreement prior to obtaining any reimbursement from the County. Non-compliance with any provisions, including failure to provide sufficient documentation of compliance on a timely result, will result in waiver of the incentives for the calendar year. In addition, the Commissioner's Court may discontinue or reduce any on-going incentives if the performance criteria are not met, including timely provision of such documentation.

The County may require such recapture and other enforcement provisions as it deems suitable in any applicable agreement under this program. Applicants are referred to the County's tax abatement guidelines for examples of recapture and other enforcement provisions, although the County reserves the right to use other or additional compliance and enforcement provisions as it deems appropriate in 381 agreements.

SECTION VIII. ADMINISTRATION

A. Access to Facility.

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

B. Reports, Audits and Inspections.

Owners of facilities and lessees, if any, of eligible property for which incentives are granted will annually certify to the County that they are in compliance with the terms of the incentives and of any applicable agreement. In addition, owners and lessees will provide reports and records reasonably necessary to support each year of the agreement. Such reports and records will include information supporting job creation and retention requirements, information on property purchases, and status reports on the project's progress. Reports supporting job creation and retention shall include Texas Workforce Commission Reports (all Social Security numbers must be redacted prior to submitting such reports to the County) submitted to the State Comptroller on a quarterly basis and a breakdown of all jobs with total annual hours per job. Upon completion of

a project, property owners will provide the County with a final report (i) describing all property for which tax incentive is granted, (ii) providing documentation of the final investment costs and (iii) certifying the number of jobs created. If the incentives are granted to a lessor and lessee, the lessee will provide and certify the portion of the final report concerning the number of jobs created. This final report will be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. The County will periodically evaluate each facility receiving an incentive to ensure compliance with the agreement and report possible violations of the agreement. The County will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

SECTION IX. DEFINITIONS

The following definitions apply to the use of terms herein:

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

B. "Comptroller Funds" has the meaning given such term in Section I above.

C. "Continuing Project" has the meaning given such term in Section II.E. above.

D. "County" has the meaning given such term in Section I above.

E. "Economic development office" has the meaning given such term in Section II.A. above.

F. "Grandfathered Project" has the meaning given such term in Section V.F. above.

G. "Guidelines and Criteria" has the meaning given such term in section I above.

H. "Job" means a permanent, full-time employment position, hired directly or contracted through another entity, that has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the employer's designation of such position, or otherwise not intended as primary employment does not qualify as a "Job" for purposes of these Guidelines and Criteria. See Section V.D above for additional provisions concerning jobs.

I. "Medical School" has the meaning given such term in Section II.D. above.

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

DRAFT

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

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

M. "Tax Abatement Guidelines" means the County's most recent guidelines and criteria for tax abatements, as the same may be adopted or amended from time to time.

Additional definitions are found in the tax abatement guidelines

SECTION X. SEVERABILITY

If any provision, section, subsection, sentence, clause, or phrase of these Guidelines and Criteria, or the amendments duly adopted hereto, or the application of the same to any person, entity, or set of circumstances, is for any reason held to be unconstitutional, void, voidable, invalid, or contrary to any existing or prospectively enacted law or statute, the validity and enforceability of the remaining part of these Guidelines and Criteria and amendments thereto will not be affected thereby.

SECTION XI. SUNSET

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by vote of the Commissioners Court, at which time all incentives and related agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Commissioners Court may modify or renew these Guidelines and Criteria or enact new guidelines and criteria. The County reserves the right to allow these Guidelines and Criteria to lapse on December 13, 2018, and to not thereafter adopt new guidelines and criteria.

DRAFT

Adopted December 13, 2016

AI-57763 **County Judge's Office** **5. C.**

CC - REGULAR

Meeting Date: 12/13/2016

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

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of the service agreement between Hidalgo County and VIDA in the amount of $187,000.00.

BACKGROUND

The term of this Agreement is for twelve (12) months beginning January 1, 2017 and ending December 31, 2017

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-465-10-110-081-0-843

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

BUDGETARY IMPACT:

Attachments

exhibits
legal
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 02:59 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Virginia Jones		Started On: 12/09/2016 12:23 PM
Final Approval Date: 12/09/2016		

Exhibit "B"

HIDALGO COUNTY

EXPENDITURE REPORT

DESCRIPTION	Budget	Payment	Payment	Payment	Total Payments	Revenue Budget Balance
Total Project Funding						
EXPENDITURES						
Expenditures	Budget	May 2016	June 2016	July 2016	Expenses to Date	Expense Budget Balance
JOB TRAINING	$					
Training & Support Services						
TOTAL TRAINING:						
Encumbrances (Active Student)						
TOTAL TRAINING & ENCUMBRANCES:	$					$
ADMINISTRATIVE COSTS	$					
Salaries						
Fringe benefits						
Operational						
TOTAL ADMINISTRATIVE:	$					$
DIRECT PROGRAM **Services**	$					
Salaries						
Fringe Benefits						
Operational						
TOTAL DIRECT PROGRAM **Services**:						$
TOTAL EXPENSES:						$
TOTAL BUDGET:	$					
TOTAL EXPENSES/ENCUMBRANCES:						
BUDGET BALANCE:	$					

Exhibit "C"

CONTRACTOR'S NAME
CONTRACTOR'S ADDRESS

CONTRACTOR'S PHONE NUMBER

INVOICE

DATE	INVOICE #
January 1, 2017	001

BILLED TO
Economic Development Director Office of Hidalgo County Judge Ramon Garcia 302 W. University Dr. Edinburg, Texas 78539

			TERMS
			Due Upon Receipt
DESCRIPTION	**REQUISITION**	**DESCRIPTION**	**TOTAL**
2017 Job Training	001	Grant Funding Year: **January 1, 2017 thru December 31, 2017**	$
Please Remit Payment to the address above. For Questions Call: At (XXX)-XXX-XXXX. Thank you.		**TOTAL DUE:**	$

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

VIDA agreement

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Dec 12, 2016 10:52 AM

Subject : VIDA agreement 1 attachment

To : Virginia Jones <virginia.jones@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>, Erika Reyna <erika.reyna@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Ms. Jones,

attached please find revised agreement, and updated Exhibit A-Scope of Work. If you recall the scope of work was amended earlier this year in order to expand services to other Area prospective industries. Exhibits B and C need to be updated. Subject to the updating of exhibits "B" and "C", 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

****

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 victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

VIDAAgreement.2017.docx
204 KB

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE AGREEMENT

This Economic Development Program Agreement (the "Agreement") is entered into by and between the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the ("COUNTY"), a political subdivision of the State of Texas, and VALLEY INITIATIVE FOR DEVELOPMENT AND ADVANCEMENT ("VIDA"), a Texas non-profit corporation, and hereinafter referred to as the ("CONTRACTOR"), herein after referred to collectively as the ("Parties").

WITNESSETH

WHEREAS, Hidalgo County is authorized pursuant to Section §381.004 (b) of the Texas Local Government Code, to develop and administer state and local economic development programs for the purpose of stimulating business and commercial activity in the County;

WHEREAS, the Hidalgo County Commissioners Court created the "Hidalgo County Literacy Program" on March 3, 2015, under the authority of the Texas Local Government Code §381.004(b)(6), focused on assisting economically disadvantaged, underemployed & unemployed residents gain employment through skills development training for demand occupations;

WHEREAS, the Hidalgo County Commissioners Court on the 17th day of March, 2015 passed a Resolution creating the Advancing Career Education Initiative, hereinafter referred to as ("ACE") to assist economically disadvantaged, underemployed & unemployed Hidalgo County residents with barriers to employment to gain employment through skill development programs that allow them to achieve long-term sufficiency and upward mobility;

WHEREAS, pursuant to Section 381.004, County is authorized to spend public funds and provide personnel and services of the county to develop such programs and to contract with another entity for the administration of such an economic development program;

WHEREAS, COUNTY desires to enter into an agreement with CONTRACTOR whereby CONTRACTOR will the Initiative (as hereinafter defined), and CONTRACTOR desires to operate the Initiative; and

NOW, THEREFORE, under the authority of the Texas Local Government Code §381.004, the Parties agree as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to provide full funding of an initiative that provides skills development programs to individuals with barriers to employment to help them achieve long-term sufficiency (the "Initiative"). The result will be employment in jobs that pay a high wage with benefits and upward mobility. Services will be coordinated and administered by CONTRACTOR whose corporate offices are located at 417 S. Ohio, Mercedes,

Texas 78570.

ARTICLE II

TERM

2.01 The term of this Agreement is for twelve (12) months beginning January 1, 2017 and ending December 31, 2017

ARTICLE Ill

SERVICES

3.01 CONTRACTOR will operate the Initiative, through which it will provide skills development programs, job placement services and supportive services to economically disadvantaged, underemployed & unemployed individuals who reside in Hidalgo County and meet the following criteria:

- Eighteen (18) years of age or older
- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than $8.50/hr.) individuals with family responsibilities
- Unemployed individual with family responsibilities

No less than 50% of the total number of individuals served shall reside in the suburban cities and unincorporated areas of Hidalgo County.

3.02 CONTRACTOR shall perform the Initiative in accordance with Exhibit "A" (Initiative description, performance goals and objectives), attached and incorporated herewith as part of this Agreement.

3.03 Supportive services eligible for reimbursement through this Agreement include only the following line-items: transportation, child care, tuition, test fees, books/materials/uniforms, tools and equipment, training aids, rent, utilities and medical expenses.

ARTICLE IV

WARRANTY OF COMPLETION

4.01 CONTRACTOR shall complete the Initiative in the event that allocated funds are not available or sufficient to cover total Initiative costs. CONTRACTOR warrants that CONTRACTOR has the means and resources to ensure completion of the Initiative in such an event. CONTRACTOR obligations under the Agreement may be scaled back or eliminated commensurate with available funding from the COUNTY.

ARTICLE V

CONSIDERATION

5.01 For services rendered under this Agreement, COUNTY will pay to CONTRACTOR an

amount not to exceed **$187,000.00**, in accordance with Exhibit "B". Requests for budget revisions shall be submitted by CONTRACTOR to COUNTY for approval.

5.02 CONTRACTOR will submit to the COUNTY JUDGE'S OFFICE, as denoted under ARTICLE XX1, Section 21.01 of this Agreement, on a monthly basis, no later than ten (10) business days after the close of each month, an itemized billing package and performance report for the prior month, the formats for which are attached hereto and incorporated by reference herein as Exhibit "C". A copy of these reports should also be sent to County's Executive Office and Budget and Management Department.

5.03 CONTRACTOR shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any of the individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from the Initiative. CONTRACTOR may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

5.04 CONTRACTOR shall submit to the COUNTY JUDGE'S OFFICE such other reports as may be requested by COUNTY to document CONTRACTOR'S liabilities under this Agreement.

5.05 After receipt of and approval by COUNTY of CONTRACTOR'S billing package, COUNTY shall pay to CONTRACTOR within thirty (30) days an amount equal to the total amount of such billing package or in equal monthly installments, subject to deduction of any costs not allowed under the program. Delinquent or unacceptable billing and reporting to COUNTY by CONTRACTOR, however, shall excuse delay of payment by COUNTY.

5.06 Within thirty (30) working days of COUNTY' s written request, CONTRACTOR shall refund to COUNTY any sum of money paid by COUNTY to which COUNTY has determined:

a. Resulted in overpayment to CONTRACTOR;
b. Has not been spent by CONTRACTOR strictly in accordance with the terms of this Agreement; or
c. Is not supported by adequate documentation to fully justify the expenditure.

5.07 Upon termination of this Agreement, if applicable, all unclaimed (30 days or older) salaries and wages must be returned to COUNTY in the following format:

a. A cashier's check for the net total amount payable to "County of Hidalgo" shall be sent to the Hidalgo County Treasurer's Office (with a copy to the County Judge's Office); and
b. A listing showing each person's full name, last known complete address and amount owing to each individual.

ARTICLE VI

PERFORMANCE

6.01 Performance for the purpose of meeting contracted program requirements shall be determined based upon projected levels to clients to be served and expenditure levels.

a. No less than 45% of the projected number of participants will have started or completed skills development training within five (5) months after the commencement of the contract and no less than 40% of the allocated funds will have been expended.

b. No less than 75% of the projected number of participants will have started or completed skills development training within nine (9) months after the commencement of the contract and no less than 75% of the allocated funds will have been expended.

CONTRACTOR will provide the COUNTY JUDGE'S OFFICE with a memo assuring these requirements have been met no later than 10 business days after the deadlines established in this Article 6.01.

6.02 CONTRACTOR'S non-performance may result in termination or withholding of funds.

ARTICLE VII

REVIEW

7.01 The COUNTY JUDGE'S OFFICE shall be the primary contact regarding this Agreement.

7.02 In the event CONTRACTOR utilizes subcontractors in performing any obligation required by this Agreement, the Department of Budget and Management staff shall, prior to execution of all contractual agreements, review and approve the selection process, bidding procedures and all proposed agreements, if any, entered into by CONTRACTOR.

7.03 COUNTY will determine what is eligible for reimbursement under this Agreement in accordance with the items listed in Article III and incorporated herein as Exhibit "B".

ARTICLE VIII

PROGRAM RECORDS & REQUIREMENTS

8.01 CONTRACTOR agrees to comply with all federal, state and local laws and ordinances applicable to COUNTY for the work or services provided under this Agreement.

8.02 CONTRACTOR shall maintain all financial records in accordance with Cost Principles for Non-profit Organizations, OMB Circular A-122, Audits Other Non-profit Organizations, OMB Circular A-133, and Administrative Requirements for Grants and Agreements with other Non-profit Organizations, OMB Circular A-110. These circulars will be made part of all agreements pertaining to the Initiative.

8.03 COUNTY shall have no obligation to pay CONTRACTOR until a representative of COUNTY has reviewed CONTRACTOR'S fiscal and accounting procedures to insure compliance with federal requirements.

8.04 COUNTY JUDGE'S OFFICE may conduct, at minimum, two (2) monitoring visits to CONTRACTOR'S Initiative site to determine performance and compliance with the terms of this Agreement.

8.05 CONTRACTOR shall maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds.

8.06 CONTRACTOR shall allow any duly authorized representative of COUNTY, at all reasonable times, to have access to and the right to inspect copy, audit and examine all such books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed.

8.07 CONTRACTOR agrees that the expenditure of funds pursuant to this Agreement shall be audited as part of the annual audit performed on CONTRACTOR by an independent auditor hired and paid by CONTRACTOR. The audit, with respect to the funds under this Agreement, shall be performed in accordance with the requirements of OMB Circular A-133. The audit report will include CONTRACTOR'S expenditures and revenues for the same time period as CONTRACTOR'S fiscal year.

ARTICLE IX

TERMINATION AND DEFAULT

9.01 COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to

comply with any term herein. This Agreement may also be terminated for convenience with thirty (30) days written notice. COUNTY agrees to pay CONTRACTOR for the amount of work completed up to the termination of this Agreement.

9.02 Upon termination of this Agreement, CONTRACTOR shall transfer to COUNTY any unutilized funds provided under the terms of this Agreement, if any, along with any accounts receivable attributable to such funds within five (5) business days.

ARTICLE X

FURTHER REPRESENTATION, WARRANTIES AND COVENANTS

10.01 CONTRACTOR further represents and warrants that:

a. All information, data or reports ever provided or to be provided to COUNTY is, shall be and shall remain complete and accurate as of the date shown on the information, data or report and that since said date shown, shall not have undergone any material change without written notice to COUNTY.

b. Any supporting financial statements ever provided or to be provided to COUNTY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of CONTRACTOR on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to COUNTY, there has been no material change, adverse or otherwise, in the financial condition of CONTRACTOR.

c. No litigation or proceedings are presently pending or threatened against CONTRACTOR relating to the Agreement or Initiative.

d. None of the provisions contained herein contravene or in any way conflict with the authority under which CONTRACTOR is doing business or with the provisions of any existing obligation or agreement of CONTRACTOR.

e. CONTRACTOR has the legal authority to enter into this Agreement and accept payments hereunder and has taken all necessary measures to authorize such execution of contract and acceptance of payments pursuant to the terms and conditions thereof.

ARTICLE XI

PERFORMANCE RECORDS AND REPORTS

11.01 As often and in such form as COUNTY may require, CONTRACTOR shall furnish to COUNTY such performance records and reports as deemed by COUNTY as pertinent to matters covered by this Agreement. Upon such request by COUNTY, CONTRACTOR shall have no less than ten (10) days to provide records and reports to COUNTY.

ARTICLE XII

INSURANCE

12.01 Actual losses not covered by insurance as required by this Article shall be allowable costs under this Agreement and shall therefore remain the sole responsibility of CONTRACTOR.

12.02 CONTRACTOR shall comply with applicable workers compensation statutes and shall provide and maintain proof of workers compensation insurance coverage with a waiver of subrogation provided in favor of COUNTY.

12.03 CONTRACTOR shall maintain and provide proof of general liability insurance, upon execution of this Agreement, of not less than $1,000,000 naming COUNTY as additional insured.

12.04 CONTRACTOR shall maintain adequate insurance against fire, loss, or theft of all non-expendable property acquired hereunder and shall provide proof of such insurance naming COUNTY as additional insured.

ARTICLE XIII

INDEMNIFICATION

13.01 **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND SAVE HARMLESS COUNTY, ITS EMPLOYEES, AGENTS, OFFICERS OR CONTRACTORS, FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS, ANDCAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS OBLIGATION TO INDEMNIFY SHALL INCLUDE THE RETENTION OF LEGAL COUNSEL AND INVESTIGATION COSTS AND ALL OTHER REASONABLE COSTS, EXPENSES, AND LIABILITES ARISING FROM THE INITIAL NOTICE THAT A CLAIM OR DEMAND HAS BEEN MADE, IS TO BE MADE OR MAY BE ASSERTED.**

13.02 CONTRACTOR is and shall be deemed to be an independent contractor and operator responsible to all third parties for its respective acts or omissions and that COUNTY shall in no way be responsible therefore.

13.03 CONTRACTOR shall include an indemnification clause in any and all contracts, subcontracts or agreements which may arise out of this Agreement:

"Contractor/Subcontractor shall indemnify and hold harmless Hidalgo County from any and all damages, losses or liabilities of any kind, whatsoever, by reason of injury to third

persons occasioned by any negligent act, error or omission of the Contractor/Subcontractor, its officers, agents, employees, or other persons for whom the Contractor/Subcontractor is legally liable, in rendering or failing to render services with regard to performance of the contract. The Contractor will at their cost and expense, defend and protect Hidalgo County against any and all such claims and demands."

ARTICLE VIX

CHANGES AND AMENDMENTS

14.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing, dated subsequent to the date hereof, and executed by both COUNTY and CONTRACTOR.

14.02 Changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

14.03 CONTRACTOR shall notify COUNTY in writing of any proposed change in physical location for work to be performed pursuant to the terms of this Agreement. Such notice shall be provided by CONTRACTOR to COUNTY at least thirty (30) calendar days in advance of the proposed change.

ARTICLE XV

ASSIGNMENTS

15.01 CONTRACTOR shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising hereunder, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person.

ARTICLE XVI

WAIYER OF PERFORMANCE

16.01 No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding

or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the suture of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

16.02 No act or omission of COUNTY shall in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

16.03 No representative or agent of COUNTY may waive the effect of the provisions of this Article.

ARTICLE XVII

REVERSION OF

ASSETS

17.01 All funds provided hereunder and all equipment, supplies and materials acquired hereunder on hand, available to, or in the actual or constructive possession of CONTRACTOR at the time of expiration of this Agreement, and any accounts receivable attributable to the use of funds provided hereunder shall be transferred to COUNTY, unless otherwise specified in this Agreement.

ARTICLE XVIII

COMMITMENT OF CURRENT REVENUES ONLY

18.01 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 Texas Local Government Code.

ARTICLE XIX

ENTIRE AGREEMENT

19.01 This Agreement constitutes the final and entire agreement between the parties hereto and

contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE XX

INTERPRETATION

20.01 In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, COUNTY as the Party ultimately responsible for matters of compliance, shall have the final authority to render or secure an interpretation.

ARTICLE XXI

NOTICES

21.01 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

COUNTY:

Michael Leo
Economic Development Division
Office of Hidalgo County Judge Ramon Garcia
100 E. Cano, Ste 201
Edinburg, TX 78539

CONTRACTOR:

Myra C. Garcia, Interim Executive Director
Valley Initiative for Development and Advancement (VIDA)
417 S. Ohio Ave.
Mercedes, TX 78570

ARTICLE XXII

TEXAS LAW TO APPLY

22.01 This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Hidalgo County, Texas.

ARTICLE XXIII

LEGAL CONSTRUCTION

23.01 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.

ARTICLE XXIV

ADDITIONAL DOCUMENTS

24.01 COUNTY and CONTRACTOR hereto covenant and agree that they will execute each such other and further instrument and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

ARTICLE XXV

NONDISCRIMINATION

25.01 CONTRACTOR, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation when providing any services described herein under this agreement.

IN WITNESS THEREOF, this Agreement is executed in duplicate originals this

_____ day of _____, 2016.

COUNTY:

COUNTY OF HIDALGO

By:_____

Hon. Ramon Garcia,
Hidalgo County Judge

CONTRACTOR:

VIDA

By: _____

Myra C. Garcia
Interim Executive Director

ATTEST:

By:_____

Hon. Arturo Guajardo, Jr.,
Hidalgo County Clerk

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

By: _____

Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

"SCOPE OF WORK"

CONTRACTOR proposes to provide services to Hidalgo County that will further the following goals and objectives of the Initiative, hereinafter referred to as the Advancing Career Education Initiative ("ACE") for attracting, retaining, and developing talent that meets the needs of current industry and supports the development of future business location in the area:

(a) Strengthen skills development and career advancement;
(b) Develop higher skill and higher wage jobs; and,
(c) Address professional shortage areas (e.g., allied health).

CONTRACTOR will continue, in alliance with vested w orkforce d evelopment p artners, with a proactive program of work that has proven to be **solid investment in the transformation of the community's workforce and thus impacting sustainable economic growth in the county.**

The Industry Cluster Analysis for the Lower Rio Grande Valley study prepared for Workforce Solutions, Inc. by TIP Strategies identified the **Top 20 Occupations Based on 2000-2014 Forecast** and ranked demand occupations as follows: Registered nurses (#1), Home health aides (#2) personal and home care aides (#3) nursing aides (#6), licensed and vocational nurses (#7), and medical assistants (#20). These industry indicators in Allied Health require Hidalgo County to prepare our residents to take advantage of these opportunities by development the training programs required by the employers in Allied Heath and other prospective industries.

In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UTRGV, CONTRACTOR will augment the demand driven focus by implementing the *Advancing Career Education Initiative ("ACE")* specifically by increasing employment opportunities in Hidalgo County in Allied Health, and other prospective industries, including but not limited to Manufacturing, Technology, and Business, Education, and Social Service. The Allied Health industry sector has independently demonstrated the fastest growing area of demand for an array of ski11 sets as well as the fastest growing in new business investment and expansion of existing entities in Hidalgo County. Accordingly, the County of Hidalgo seeks to further invest in preparedness programs for development of the skills sets required to meet the needs of the rapidly growing health care sector and other prospective industries.

As part of the County's *Advancing Career Education Initiative ("ACE"),* CONTRACTOR wi11 augment and enhance the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health and other prospective industry sectors. CONTRACTOR, as part of the *Advancing Career Education Initiative ("ACE"),* will specifically address the need for "available skilled labor force" which is the #4 site selection criteria in the recruitment of new industry (Site Selection Dec. '07).

The Hidalgo County expects that the CONTRACTOR meets or exceeds all performance standards. The services will be contracted from January 1, 2017 to December 31, 2017. Failure to meet a performance standard may require a corrective action plan prior to renewal. The corrective action plan will identify the steps the CONTRACTOR will take to meet the standards in the upcoming year.

PROGRAMS REQUESTED

Specifically, CONTRACTOR will provide the following services:

In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UTRGV, CONTRACTOR will augment the demand driven focus by implementing the *Advancing Career Education Initiative ("ACE")* specifically by increasing employment opportunities in Hidalgo County in Allied Health, and other prospective industries, including but not limited to Manufacturing, Technology, Business, Education and Social Service. The Allied Health industry sector has independently demonstrated the fastest growing area of demand for an array of ski11 sets as well as the fastest growing in new business investment and expansion of existing entities in Hidalgo County. Accordingly, the County of Hidalgo seeks to further invest in preparedness programs for development of the skills sets required to meet the needs of the rapidly growing health care sector and other prospective industries.

As part of the County's *Advancing Career Education Initiative ("ACE",)* the CONTRACTOR will augment and enhance the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health industry sector and other prospective industries. CONTRACTOR, as part of the *Advancing Career Education Initiative ("ACE"),* will specifically address the need for "available skilled labor force" which is the #4 site selection criteria in the recruitment of new industry (Site Selection Dec. '07).

SKILLS DEVELOPMENT PROGRAMS IN ALLIED HEALTH PROGRAM OF STUDY

The program will provide for the following workforce training and development areas:

Pre-Post Secondary Occupation and Training Programs (Pre-PSOT): Pre-PSOT programs are designed to give students a leg up in their quest for completing a one year or two year training program leading to self-sufficiency. The components that are completed during this phase are critical to one's ability to qualify for certificates and include such core TSI (Texas Success Initiative), and other Allied Health or other prospective industry Pre-Requisites.

Certificate Training Programs: One year Certificate Training programs allow for students to enter gainful employment on a relatively short term basis. The CONTRACTOR will sponsor one year training programs in Allied Health and other prospective industries. Two year Certificate Training and/or Associates Degree programs are designed for students who are able to undertake a more substantial commitment toward achieving their educational and career goals. The CONTRACTOR will sponsor two year training programs in Allied Health and other prospective industries.

Customized Training Programs: These programs allow for students to enter gainful employment on a short term basis. These programs are designed to be flexible and can be completed in as little as three months. Programs in this area will be related to Allied Health and other prospective industries and may include, but are not limited to, programs such as a customized Patient Care Assistant (PCA) Program designed to transition C.N.A's to PCA's.

Support Services: including transportation and social services referral. Critical to the success of the CONTRACTOR's programs is the commitment to provide adequate and effective support services. Supportive services eligible for reimbursement through this Agreement include only the following line-items: transportation, child care, tuition, test fees, books/materials/uniforms, tools and equipment, training aids, rent, utilities and medical.

Comprehensive Case Management, including Career Planning, Counseling services, and Follow Up Services: The CONTRACTOR will provide and maintain a professional staff of counselors who strive for excellence in their work and never tire of helping to solve the problems and barriers people face while they commit to completing their educational and employment goals. Case managers meet with participants weekly in group sessions to discuss concepts such as coping with stress, effective study techniques, and social responsibility. Counselors also meet with participants individually to help address individual barriers such as family difficulties, personal finances and course difficulties. The counselor acts as a facilitator whose role is to empower students to take control of their situation and ensure the student's successful completion of the program, thus helping participants learn to balance school, home and family.

COMMUNITY AWARENESS (Student Outreach/Employer Development)

The CONTRACTOR will launch an aggressive outreach program to the underserved population in Hidalgo County pockets not traditionally tapped. An organized and consistent effort will be developed to work with the high schools to inform the students about the opportunities offered by this program in the specific sectors herein defined. It is our intent to do these orientations immediately preceding the job fairs so that the students will be better informed about the existing employment demand, the income opportunities, and the availability of immediate assistance to initiate their training in these sectors. The CONTRACTOR will work with the various public assistance organizations and collaborate closely with the work force board to provide each with the specifics of the Building Future Talent Initiative they too can serve to disseminate the information when applicable.

This community awareness effort serves to meet a multitude of objectives: Educate our workforce about the existing demands in the workplace for which we are structured to provide immediate and complete assistance for them to take advantage;

a) Educate the community at large about the aggressive and focused efforts that the County of Hidalgo and the vested work force development partners have in place to meet the job demands and grow the economic base;
b) Inform our existing employers that the community is here well after their recruitment to help develop the quality workforce that they need to grow their business.

OUTREACH, RECRUITMENT AND ORIENTATION

Outreach and recruitment involves identifying potentially eligible residents. This includes, but is not limited to, developing relationships with schools and community organizations and communicating program services to the community. Orientation involves insuring that applicants understand the services available, program policies and the performance requirements of the program.

INTAKE

Intake includes informing applicants about program eligibility requirements and conducting interviews to collect personal socio-economic and demographic information. Process preliminary eligibility determination and refer ineligible applicants to appropriate outside agencies and services.

ASSESSMENT

Assessment may include standardized testing, interview(s) with program staff, writing samples, or other methods.

ENRROLLMENT

Enrollment and/or referral of students should be based on information gathered from eligibility determination, the initial assessment, and after presentation of the full array of service options has been provided.

GOALS, OBJECTIVES & PERFORMANCE INDICATORS

Targets and Outcomes

- Number of CONTRACTOR participants trained: 34
- Number of Completers: 80% (or more)
- Number receiving counseling: 100%
- Number receiving career planning: 100%
- Number receiving support services: 100%
- Number receiving job placement services: 80% (or more)

CONTRACTOR will operate the Initiative to assist economically disadvantaged, underemployed, and underemployed individuals that meet the following eligibility criteria:

- Eighteen (18) years of age or older
- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than $8.50/hr.) individuals with family responsibilities
- Unemployed individuals with family responsibilities

PLACEMENT

CONTRACTOR shall be responsible for customer placement and retention.

DOCUMENTATION

CONTRACTOR shall be responsible for the appropriate student documentation to be maintained in the student records. The CONTRACTOR shall assume the responsibility to maintain pertinent, relevant, supportive documentation for all financial transactions. CONTRACTOR will

comply with all applicable federal, state, and local policies for financial management.

CONTRACTOR QUALIFICATIONS

The County of Hidalgo is seeking to contract with a competent company or organization, registered and licensed (if applicable) for the services being requested in the RFP and/or do business in the State of Texas, who has experience in, but not limited to:

A. The CONTRACTOR must have experience in the field related to skills development programs, career counseling, training, and job placement support working closely with students on their efforts of continuing education and commitment needed for success.

B. The CONTRACTOR must have experienced and consolidated established relationships working with community and private industry leaders at identifying, addressing and linking employers' needs and education programs to develop a skilled workforce within the county.

PERSONNEL AND STAFFING

The CONTRACTOR should provide an organizational chart for the Initiative and describe company experience in similar Initiatives, staff assigned to the Initiative, proof of financial stability, and a minimum of 3 industry references. Biographic summaries that highlight the experience relevant to the specific Initiative responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL

This section will contain any licenses and certifications as required by HIDALGO COUNTY, STATE OF TEXAS, etc. The C O N T R A C T O R should add copies of their Professional Liability Insurance in the response.

PROPOSAL SUBMISSION

CONTRACTOR will submit the proposal in accordance with Exhibit "A" (Target group, expected outcomes, program requested, and community awareness).

BILLING AND REPORTING PROCEDURES

Accordingly with Exhibit "A, CONTRACTOR shall submit to the COUNTY JUDGE'S OFFICE on a monthly basis, no later than ten (10) business days after the close of each month, an itemized billing package and performance report for the prior month, the formats for which are attached hereto and incorporated herein as Exhibit "B" and Exhibit "C". The CONTRACTOR will

also submit a copy of these reports to County's Executive Office and Budget and Management Department. CONTRACTOR shall submit any other reports as may be requested by COUNTY to document COUNTY's liabilities under this Agreement.

CONTRACTOR shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any of the individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from The Initiative. CONTRACTOR may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

AI-57769 **County Judge's Office** **5. D.**

CC - REGULAR

Meeting Date: 12/13/2016

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

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion and approval of Letter of Support for the City of Edinburg Transportation Alternatives Program Grant Application for the Jackson Road Hike & Bike Project Phase II.
2. Discussion and approval of Letter of Support for the City of Edinburg Transportation Alternatives Program Grant Application for the Cano Walking Trail Lighting Project.

BACKGROUND

No fiscal impact.

Fiscal Impact

Attachments

Jackson draft
Cano draft

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 03:01 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Virginia Jones		Started On: 12/09/2016 01:54 PM
Final Approval Date: 12/09/2016		

12/13/2016

Honorable Richard H. Garcia
Mayor, City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540

RE: City of Edinburg -Transportation Alternatives Program Grant Application
Jackson Road Hike & Bike Project Phase II

Dear Mayor Garcia:

Please let this letter serve as support for the City of Edinburg Jackson Road Hike & Bike Project Phase II grant application for the Transportation Alternatives Program (TAP) to be submitted to the Hidalgo County Metropolitan Planning Organization (HCMPO).

The project will consist of the trail connecting to the current Jackson Road Hike and Bike Phase I Project. The trail will proceed west along Canton Road to McColl Road and ultimately connect to the City of McAllen's 2nd St. Hike and Bike Trail and one Elementary School. The proposed trail will have parking and seating areas with canopies along the route.

The Proposed Hike & Bike Trail will move bicyclists off of Canton Road, which currently has no designated bicycle lane, and is considered unsafe for bicyclists of all ages by the City of Edinburg. The trail will be crossing the City's Right of Way on McColl Road.

This Project is part of the City's overall Hike & Bike Master Plan which will enhance pedestrian mobility, safety, and connectivity between the City of McAllen and Edinburg to key points of interest. I fully support the efforts of the City of Edinburg and recommend their grant application be full funded.

We look forward to continuing to work with the City on this and future projects. If you should have any questions, please feel free to contact my office at 956-318-2600.

Sincerely,

Ramon Garcia
Hidalgo County Judge

DRAFT

DRAFT

12/13/2016

Honorable Richard H. Garcia
Mayor, City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540

RE: City of Edinburg -Transportation Alternatives Program Grant Application
Cano Walking Trail Lighting Project

Dear Mayor Garcia:

Please let this letter serve as support for the City of Edinburg Cano Walking Trail Lighting Project grant application for the Transportation Alternatives Program (TAP) to be submitted to the Hidalgo County Metropolitan Planning Organization (HCMPO).

The project will be Phase II of the City's and Edinburg Consolidated Independent School District Safe Cycling to School Project. The Project which includes the installation of lights will enhance the walking trail from Cano Street to South Middle School on Freddy Gonzalez Drive.

This Project is part of the City's overall plan to enhance pedestrian mobility, safety, and connectivity to key points of interest. I fully support the efforts of the City of Edinburg and recommend their grant application be fully funded.

We look forward on continuing to work with the City on this project and future projects, and should you need any additional assistance please feel free to contact me at 956-318-2600.

Sincerely,

Ramon Garcia
Hidalgo County Judge

DRAFT

DRAFT

AI-57764 **County Judge's Office** **5. E.**

CC - REGULAR

Meeting Date: 12/13/2016

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

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of Tax Abatement Agreement between Hidalgo County and Wonderful Citrus Packing LLC and approve order on same.

BACKGROUND

Fiscal Impact

Attachments

order
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 02:59 PM
Glinda Pacheco	Glinda Pacheco	12/09/2016 04:18 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Virginia Jones		Started On: 12/09/2016 12:41 PM
Final Approval Date: 12/09/2016		

ORDER APPROVING TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, AND WONDERFUL CITRUS PACKING LLC.

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective December 22, 2014, which were amended on the 5th of January 2016 (as so amended, the "Guidelines and Criteria"), to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County (the "County") pursuant to Chapter 312 of the Texas Tax Code.

WHEREAS, the Wonderful Citrus Packing LLC (the "Owner") applied last year for tax abatement with respect to its project to renovate and continue the operation of a juice processing business, and supplemented the application earlier this year;

WHEREAS, the Commissioners Court finds that the proposed tax abatement meets the Guidelines and Criteria, and has determined to grant tax abatement on the terms and conditions set forth in the proposed tax abatement agreement, including without limitation that the economic life of the proposed facility exceeds the duration of the proposed tax abatement.

NOW, THEREFORE IT IS HEREBY ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS, that the tax abatement agreement between the County and the Owner (the "Tax Abatement Agreement"), is hereby approved in substantially the form attached hereto as Exhibit A, with such changes thereto as are approved by the County Judge of the County, with advice of the County's attorneys, and the County Judge of the County is authorized to execute, and the County Clerk of the County is authorized to attest, the Tax Abatement Agreement on behalf of the County and deliver same, and when executed and delivered by both parties, the Tax Abatement Agreement shall become a valid and binding obligation of the County in accordance with its terms.

PASSED, APPROVED, ADOPTED AND ORDERED this the 13th day of December, 2016, by the Commissioners Court of Hidalgo County, Texas.

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

_____
RAMON GARCIA
County Judge

_____
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

APPROVED AS TO FORM:
ATLAS, HALL AND RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY
AND
WONDERFUL CITRUS PACKING LLC.

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS

AND

WONDERFUL CITRUS PACKING LLC.

This Tax Abatement Agreement ("**Agreement**") is entered into effective as of December 13, 2016, by and between Hidalgo County, a political subdivision of the State of Texas ("**County**") duly acting herein by and through its duly authorized representatives, pursuant to an order dated December 13, 2016, by the Hidalgo County Commissioners Court ("**Commissioners Court**"), and Wonderful Citrus Packing LLC, a Delaware limited liability company ("**Owner**").

WITNESSETH:

WHEREAS, on the 22nd day of December, 2014, County adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, which were amended on the 5th of January 2016, and which are attached hereto as **Exhibit "A"** and incorporated herein for all purposes (as amended through the date hereof, the "**Guidelines and Criteria**"); and

WHEREAS, the Land (as defined below) is within an area designated as an Enterprise Zone pursuant to the Texas Enterprise Zone Act, Subchapter C, V.A.T.C., Texas Government Code §2303 et seq., as amended, which area is therefore designated as a reinvestment zone ("**Zone**"), as authorized by the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code §312 et seq., as amended ("**Act**"); and

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

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

WHEREAS, as evidenced by the tax abatement application Owner submitted to the County last year and supplemented earlier this year, the Owner intends to renovate and operate a juice processing business (the "**Project**"), on the property designated on the map included in **Exhibit "C"**; and

WHEREAS, based on the information presented by the Owner, Commissioners Court finds that the contemplated use of the Land, the contemplated improvements and modernization Owner will construct on the Land, which will require expenditures by Owner in the minimum amount as set forth in this Agreement and projected expenditures by Owner in the County in excess of thirty-three million dollars, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and are in compliance with the Act; and

WHEREAS, Owner has submitted evidence to the County that the economic life of the Facility (as defined below) and eligible property exceeds the duration of the proposed tax abatement, and based on such evidence and the representations contained herein Commissioners

Court has determined, in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds the duration of the tax abatement granted herein; and

WHEREAS, Commissioners Court has determined that it would be in the best interest of County to enter into an agreement with Owner, pursuant to the Act, to abate a portion of the value of the Property (as defined herein) and the proposed improvements and modernization Owner constructs on the Land, as well as a portion of the value of all personal property located on the Land and used in connection with operations on the Land that is eligible for abatement under the Guidelines and Criteria, excluding the Land itself (such improvements and personal property eligible for abatement hereunder are hereafter referred to as the "**Facility**," as described more specifically in **Exhibit "D"**).

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

ARTICLE I

GENERAL PROVISIONS

1.01 As used in this Agreement, the following terms shall have the meanings set out below:

(a) "Abatement Period" has the meaning set forth in section 3.03 below.

(b) "Act" has the meaning set forth in the second recital above.

(c) "Agreement" has the meaning set forth in the introductory paragraph.

(d) "Commissioners Court" has the meaning set forth in the introductory paragraph.

(e) "County" has the meaning set forth in the introductory paragraph.

(f) "Cure Period" has the meaning set forth in section 5.03 below.

(g) "Estimated value of the abatement" has the meaning set forth in section 3.04 below.

(h) "Guidelines and Criteria" has the meaning set forth in the first recital above.

(i) "Land" has the meaning set forth in section 1.02 below.

(j) "Project" has the meaning set forth in the fifth recital above.

(k) "Facility" has the meaning set forth in the eighth recital above.

(l) "Owner" has the meaning set forth in the introductory paragraph.

(m)"Tax Abatement Percentage" has the meaning set forth in section 3.04 below.

(n) "Zone" has the meaning set forth in the second recital above.

Terms defined in the Guidelines and Criteria and used herein shall have the meaning given such terms in the Guidelines and Criteria unless otherwise defined herein.

1.02 Owner represents and warrants that (i) Owner is a Delaware limited liability company doing business as "Rio Grande Juice Company" and (ii) Owner is the fee owner of the land on which the Facility is located ("**Land**"), which is legally described in **Exhibit "B"**, which is attached hereto and is made a part hereof for all purposes, and will be the owner of all Improvements, including the Facility, to be built on the Land as part of the Project.

1.03 Notwithstanding anything to the contrary contained herein, the abatement granted in this Agreement only applies to the abatement of newly created value (as defined in the Guidelines and Criteria) resulting from improvements and modernization (as such terms are defined in the Guidelines and Criteria) after the date hereof that Owner makes to the Land and eligible personal property Owner purchases and installs or builds upon the Land in constructing the Facility in accordance with the terms hereof, and excludes the value of the Land. Any increase in value from a reclassification or change in use of the Property or resulting from a roll-back will not be considered for abatement but will be included as part of the base value, and any other artificial increase in tax revenue or value will also be excluded from abatement. The Project, the Facility and the Land are located within the Zone and are within County's taxing jurisdiction.

1.04 Owner understands that, in accordance with the Guidelines and Criteria, the applicable Tax Abatement Percentage (as defined below) will be determined based on the Capital Cost of the improvements made or on Jobs created, and the tax abatement hereunder shall be granted based on the Jobs created or the Capital Cost of improvements made on or after the date of execution of this Agreement by the Owner as part of the Project. The actual amount of tax abated pursuant to this Agreement will be determined by applying the Tax Abatement Percentage to the newly created value (as defined in the Guidelines), as such newly created value may be reasonably determined by the Hidalgo County Appraisal District and the County.

1.05 Owner represents and warrants that the Land is not included in an improvement project financed either in whole or in part with tax increment bonds or notes.

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

1.07 Owner represents and warrants that no interest in the Land or the Facility is presently owned or leased by a member of Commissioners Court, and Owner agrees that it shall not sell or lease an interest in the Land or the Facility to any County officer or employee, or any member of the governing body of any taxing unit joining in or adopting this Agreement, until the earlier of the expiration of the Abatement Period (as defined in Section 3.02) or the termination of this Agreement.

1.08 Owner represents and warrants as follows:

(a) with respect to the Land and the Project, Owner has not executed or received, as of the date of this Agreement, a tax abatement or other economic development incentive or agreement with or from any government body other than the County;

(b) Owner filed the application for tax abatement with County prior to commencement of construction as defined in Section IV.A.(1)(a)-(f) of the Guidelines, and completion of the construction and improvements is currently anticipated to occur in 2020;

(c) Owner is duly qualified to conduct business in Texas, including, without limitation, building the improvements and modernizations and operating the Facility;

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

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

1.09 Owner has provided tax certificates verifying that no taxes are past due with respect to all property owned by Owner within the Zone and agrees not to allow any taxes on property it owns within the Zone to become past due, subject only to timely appeals during the pendency of such appeal, during the term hereof.

ARTICLE II

IMPROVEMENTS; JOBS

2.01 (a) Owner agrees to construct or modernize an Eligible Facility (as defined in the Guidelines and Criteria) on the Land, and to acquire, construct, or cause to be constructed real property improvements, machinery, and equipment necessary to operate the Facility as set forth herein.

(b) Owner agrees to make real and personal property improvements on the Land that are eligible for abatement in accordance with the Guidelines and Criteria (which real and personal property is described in the definition of the Facility in Exhibit D hereto), and that the cost of such improvements, including architectural and related fees, shall be approximately Thirty ~~Three~~Four Million Dollars ($~~33~~34,000,000), at least Thirty ~~Three~~Four Million Dollars ($~~33~~34,000,000) of which is expected to be listed on Hidalgo County Appraisal District's tax rolls. For the avoidance of doubt, Owner agrees that, at a minimum, Capital Costs (as that term is defined in the Guidelines and Criteria) of the Facility will exceed Twenty Five Million Dollars ($25,000,000) and therefore qualifies as an Extraordinary Impact project (as such term is defined in the Guidelines and Criteria). The Owner has, however, opted to proceed under the schedule set forth in III.G.(1)(a) and not III.G.(1)(b) of the Guidelines. The approximate location of the Facility on the Land is reflected on a preliminary site plan attached hereto as Exhibit "C" and made a part hereof for all purposes. Owner reserves the right to revise the attached preliminary

site plan as Owner deems necessary and appropriate, and all such revisions shall be submitted to the County.

(c) Owner represents and warrants that the Facility is expected to create thirteen (13) new Jobs (as defined in Section II.R. of the Guidelines and Criteria) by December 31, 2020. Owner currently offers, and agrees to maintain during the Abatement Period, a competitive compensation and benefits package with respect to all jobs at the Facility.

2.02 Owner shall submit, which may be through use of an agent, reports to the County in accordance with Section IX.B. of the Guidelines and Criteria.

2.03 Owner covenants and agrees that the Facility is, and shall continue to be, a juice processing operation. Attached hereto as **Exhibit "D"** is a schedule of improvements, equipment, machinery, and eligible personal property that Owner will construct or purchase and install to develop the Facility, subject to non-substantive changes as Owner may determine in its sole discretion are necessary during the course of construction of the Facility on the Land. Owner agrees to continuously operate the Facility on the Land during the Abatement Period.

2.04 Owner represents that it began constructing the Facility in the Zone on or before June 2016, covenants and agrees to continue such construction and improvements to the Facility during the term hereof, and projects to complete construction no later than December 31, 2020, Owner shall notify the County of any updates to the construction schedule.

2.05 Owner represents that (i) the weighted average economic life of the Facility and eligible property will exceed ten years, and (ii) the economic life of the eligible property on which the Owner is being granted abatement hereunder exceeds the Abatement Period. Based on such representation and evidence submitted by Owner to the County, the County determines in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds ten years.

ARTICLE III

PROPERTY SUBJECT TO TAX ABATEMENT

RATE OF TAX ABATEMENT

TERM OF TAX ABATEMENT AND RELATED PROVISIONS

3.01 Subject to the terms of this Agreement, the County shall abate the Owner's County ad valorem taxes in each year of the Abatement Period in an amount equal to the Tax Abatement Percentage (as defined below) multiplied by the Facility's newly created value determined in accordance with the Guidelines and Criteria, but only to the extent that such newly created value is reflected on County's tax rolls in each such year.

3.02 The applicable Tax Abatement Percentage under this Agreement shall be in accordance with the Guidelines and Criteria and shall be fixed by the parties through an addendum to this Agreement after evidence of the Capital Cost of the improvements constructed or installed by Owner for the Facility is certified by Owner and approved by the County. Based on the projected

amount to be invested in the Project, the Owner and County anticipate that the applicable Tax Abatement Percentage pursuant to the Guidelines and Criteria in each year of the Abatement Period will be the maximum Tax Abatement Percentage (eighty percent (80%)) of the newly created value. In the event the initial Capital Cost qualifies the Facility for less than the maximum Tax Abatement Percentage, additional investments constituting Capital Costs that are made in accordance with this Agreement may be added to the initial Capital Cost, and such revised Capital Cost shall be used to determine the applicable Tax Abatement Percentage for the remainder of the Abatement Period commencing with the first ad valorem tax year commencing after such revised Capital Cost is certified by Owner and approved by the County. Any such increase in the Tax Abatement Percentage shall be fixed by the parties through an additional addendum to this Agreement after evidence of the additional Capital Cost of the additional improvements constructed or installed by Owner for the Facility is certified by Owner and approved by the County.

3.03 The abatement of ad valorem taxes shall be for a period (the "**Abatement Period**") that shall

(a) commence on the commencement of the first ad valorem tax year after each of the following events have occurred:

(i) Owner has executed this Agreement and delivered the executed Agreement to the County;

(ii) the County has executed this Agreement (it being agreed that the Base Year Value, as defined in the Guidelines and Criteria, is determined based on the year the Agreement has been executed by both parties);

(iii) Owner has continued the construction of the improvements and modernization of the Facility after execution of this Agreement;

(iv) Owner has provided adequate documentation confirming the Capital Cost of the Project and the number of Jobs created at a level to qualify for tax abatement pursuant to Section 3.04 below (it being agreed that Owner may ~~provided~~provide such documentation and, in accordance with the terms hereof, begin the Abatement Period prior to completing the Project);

(v) the Capital Cost or Jobs created (as documented above) meets or exceeds the minimum amount required by the Guidelines and Criteria for granting tax abatements; and

(vi) the newly created value may be ascertained from the tax rolls of the Hidalgo County Appraisal District, and

(b) end on the earlier of:

(i) five (5) years following such commencement;

(ii) December 31, 2026;

(iii) the occurrence of any event that would terminate this Agreement by operation of law;

(iv) Owner's breach of any provision of this Agreement, which breach is not cured within the Cure Period, (as defined below); or

(v) Owner's failure to comply with any provision of the Guidelines and Criteria as discussed in Article V of this Agreement.

3.04 The percent of increase in newly created value (as reflected in the tax rolls of the Hidalgo County Appraisal District) to be abated (the "**Tax Abatement Percentage**") is the greater of the abatement percentage determined by the Capital Cost involved in the Project, or the abatement percentage determined by the number of full-time jobs created, as set forth in the following table:

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

The estimated value of the abatement (as such term is defined below), based on the Owner's good faith estimate of how the Hidalgo County Appraisal District will value the eligible improvements, is ~~Three~~Four Hundred Eighty Seven Thousand and ~~Forty Three~~Six Hundred Sixty Nine Dollars ($~~387,043~~407,669.00). "**Estimated value of the abatement**" means the additional property taxes that would be due to the County from the Owner but for the tax abatement granted in this Agreement.

3.05 This Agreement does not change any right of Owner to protest or contest, in accordance with applicable law, any and all appraisals of, or assessments of taxes on, the Facility, and the tax abatement provided for herein for such Facility shall be applied to the amount of taxes finally determined as a result of such protest or contest, to be due with respect to the newly created value for such property.

ARTICLE IV

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

4.01 Owner has provided documentation to the County concerning the commencement of construction of the Project and agrees to continue to provide such documentation as required by the County concerning the continuation of the construction and modernization of improvements pursuant to this Agreement. Without limiting the generality of the foregoing, Owner shall file with the County construction plans for the blend room portion of the Facility by June 1, 2017, and for the not-from-concentrate and tank farm portion of the Facility by June 1, 2018. The construction plans as filed shall be deemed to be incorporated herein by reference and made a part hereof for all purposes, and the Facility shall be completed in substantial conformity to said plans. Owner may elect to amend or modify the construction plans, provided the amendments or modifications comply with all applicable codes, rules and ordinances, and are not otherwise contrary to this Agreement.

4.02 Upon completion of the Facility, Owner shall file (i) "as built" construction plans with County, which plans shall detail improvements (which shall be certified by the architect if Owner uses an architect) on the Land, including purchases of personal property and related expenditures made to construct the Facility and (ii) the general contractor's certification as to the completion of construction of the Facility (including the detail specified above). At the time of filing the as built construction plans, Owner shall also provide County with reports as required by Section IX.B. of the Guidelines and Criteria. On or before January 31, of each year of the Abatement Period (and the year immediately following the end thereof), Owner shall provide County with reports supporting job creation as of December 31 of each year of the Abatement Period, as required by Section IX.B. of the Guidelines and Criteria. On an annual basis, Owner shall also provide County a detailed list of Owner's eligible personal property at the Facility and the estimated value of each item. For the avoidance of doubt, Owner understands and agrees, that (x) in the event, in accordance with Section III above, the Abatement Period begins prior to completion of the Facility, the Owner will provide such additional documentation as and when requested by the County for the County to determine Capital Cost, Jobs created and compliance with this Agreement and (y) taxes are not abatement unless documentation is provided to the County's satisfaction.

4.04 Owner agrees to supply audited reports to the County and the Hidalgo County Appraisal District to establish the construction cost of improvements constructed pursuant to this Agreement and the jobs created; provided, however, that, so long as Owner provides documentation required by County for County to determine compliance with this Agreement and to determine Capital Cost expended during the Agreement (which documentation would include, without limitation, invoices and proof of payment), audited reports need not be provided until the earlier of (i) completion of the Facility and (ii) June 30, 2021 (provided such report covers the period at least through December 31, 2020).

4.05 Owner agrees to provide County employees and/or designated representatives of the County access to the Facility during the term of this Agreement, including the Abatement Period, to inspect the Facility and the Land to determine if Owner is in compliance with the terms and conditions of the Agreement. Upon completion of construction, County has the right to annually evaluate the Facility to ensure compliance with the Agreement. Owner shall provide County with an escort for all such inspections.

ARTICLE V

BREACH

5.01 Owner understands that the continuation and completion of the contemplated improvements and construction of the Facility after the date hereof is part of the consideration to the County for entering into this Agreement. In the event Owner fails to continue with constructing and modernizing the Facility in the Zone in accordance with this Agreement on or before December 31, 2017, this Agreement shall terminate effective as of the original date of this Agreement and the County shall be entitled to recapture and collect payment of all ad valorem taxes, if any, abated under this Agreement by any and all means allowed by law, and as provided herein.

5.02 In the event the Facility is completed and begins operation, and Owner:

1. voluntarily ceases to operate the Facility for a continuous period of eighteen (18) months;

2. allows ad valorem taxes owed to County to become delinquent;

3. relocates the Facility or the job creating activity outside the Zone;

4. breaches or fails to comply with any material term, condition, or representation contained in this Agreement; or

5. uses or allows the use of the Facility for any purpose not related to the juice processing operation for a period greater than 30 days in any calendar year of the Abatement Period;

County may elect to terminate this Agreement and recapture abated taxes in accordance with Section 5.05 of this Agreement and the Guidelines and Criteria, unless such breach is cured within the Cure Period, as defined in Section 5.03. Owner shall pay recaptured taxes to County within sixty (60) days from the date the Agreement terminates.

5.03 Should County determine that Owner has breached this Agreement or the Guidelines and Criteria, County shall notify Owner in writing via certified or registered mail to the following address:

Wonderful Citrus Packing LLC
702 E. Expressway 83
Mission, Texas 78572-5701
Attention: John J. Glenn, VP, Texas Juice Operations
Email: john.glenn@riograndejuice.com

or to such other address, or to the attention of such person, as Owner may, from time to time, designate in writing. If such breach is not cured within thirty (30) days from the date of such

notice (the "**Cure Period**"), then this Agreement may be terminated by order of the Commissioners Court.

5.04 If Owner and the County disagree as to whether a breach has occurred or been timely cured, venue for an action to determine Owner's and County's rights will lie in Hidalgo County, Texas. The period for Owner to cure any breach of this Agreement shall be tolled from the filing of any official action to resolve questions arising from an attempt at cure to the final resolution of any such action.

5.05 If County terminates this Agreement in accordance with the terms hereof or otherwise as allowed by applicable law, County shall have the right to recapture a percentage of the total taxes previously abated in accordance with the recapture schedule in Section VIII of the Guidelines and Criteria.

ARTICLE VI

SALE, ASSIGNMENT OR LEASE OF PROPERTY

6.01 It is contemplated by the parties hereto that the Owner's purpose for making the improvements set forth in Article II is for the modernization and operation of a juice processing plant.

6.02 In accordance with Section IX.C. of the Guidelines and Criteria, Owner shall not have the right, without the written consent of County, to assign all or part of its interest in the Land, the Project, or this Agreement and maintain the tax abatement hereunder. Without limiting the generality of the foregoing, Owner acknowledges that consent will not be granted with respect to any assignment or transfer to any party that is delinquent in the payment of any taxes to County or any jurisdiction within the county.

ARTICLE VII

COMMISSIONERS COURT AUTHORIZATION

7.01 This Agreement was authorized by order of the Commissioners Court dated the 13th day of December, 2016, authorizing the County Judge to execute this Agreement on behalf of the County.

ARTICLE VIII

SEVERABILITY

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

ARTICLE IX

APPLICABLE LAW

9.01 This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue for any action related to this Agreement shall be in Hidalgo County, Texas.

ARTICLE X

COUNTERPART EXECUTION

10.01 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

EXECUTED and made effective as of this the 13th day of December, 2016.

HIDALGO COUNTY, TEXAS

ATTEST:

By:_____
Name: Ramon Garcia
Title: Hidalgo County Judge

_____
Arturo Guajardo, Jr.
County Clerk

WONDERFUL CITRUS PACKING LLC

By: _____
Name: _____
Title: _____

Exhibit A

TAX ABATEMENT GUIDELINES AND CRITERIA

Exhibit B

Legal Description

A 40.00-acre tract of land, being all of Lot 16-8, WEST ADDITION TO SHARYLAND SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 56, Map Records, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a I/2-inch iron rod found on the Southeast corner of said Lot 16-8 and the right-of-way of said road, as recorded in Volume 1, Page 56, Map Records, Hidalgo County, Texas, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 27 minutes 26 seconds West, with the South line of said Lot 16-8, at a distance of 20.00 feet pass a 1/2-inch iron rod found on the West right-of-way line of said road, at a distance of 1,282.50 feet pass the East line of a 75.00-foot HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, as recorded in Volume 1019, Page 594, Deed Records, Hidalgo County, Texas, continuing a total distance of 1,320.00 feet to a 12-inch iron rod set on the Southwest corner of this tract of land;

THENCE, North 08 degrees 32 minutes 34 seconds East, with the West line of said Lot !6-8, at a distance of 1,260.00 feet pass the South line of a 40.00-foot UNITED IRRIGATION easement, as recorded in Volume 1, Page 56, Map Records, Hidalgo County, Texas, at a distance of 1.300.00 foot to a 1/2-inch iron rod set on the South right-of-way line of U.S. Highway 83, continuing a total distance of 1,320.00 feet to the Northwest corner of said Lot 16-8 for the Northwest corner of this tract of land;

THENCE, South 81 degrees 27 minutes 26 seconds East, with the North line of said Lot 16-8, at a distance of 37.50 feet pass the East line of said 75.00-foot HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, at a distance of 1,300.00 feet pass the West right-of-way line of road, and continuing a total distance of 1,320.00 feet to the Northeast corner of said Lot 16-8 for the Northeast corner of this tract of land;

THENCE, South 08 degrees 32 minutes 34 seconds West, with the East line of said Lot 16-8, at a distance of 20.00 feet pass a 1/2-inch iron rod set on the South right-of-way line of said U.S. Highway 83, at a distance of 60.00 feet pass the South line of said 40.00-foot UNITED IRRIGATION easement, and continuing a total distance of 1,320.00 feet to the POINT OF BEGINNING, containing 40.00 acres of land, more or less.

Exhibit C

Map depicting land parcels and project infrastructure

Exhibit D

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

AI-57547 **County Clerk** **6. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Sandra Solis, COUNTY CLERK

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Recognition and Certification of Precinct No. 1, Commissioner A.C. Cuellar by the Hidalgo County Clerk Official Record Keeper Arturo Guajardo, Jr. for having attended all 121 Regular Commissioners Court meetings since his election in 2013.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/01/2016 11:38 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Sandra Solis		Started On: 12/01/2016 11:07 AM
Final Approval Date: 12/09/2016		

AI-57715 **County Clerk** **6. B.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Sandra Solis, COUNTY CLERK

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of 2017 Official Bond and Oath for Elected Officials:
1. Marcos Luis Ochoa, Justice of the Peace, Pct. 3, Pl. 2
2. Lazaro "Larry" Gallardo, Constable Pct. #3
3. Jose Eduardo Guerra, County Sheriff
4. Luis J. Garza, J.P. Pct. 3, Pl. 1

BACKGROUND

Fiscal Impact

Attachments

const 3 bond
bond
backup
bond
bond

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2016 09:44 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Sandra Solis		Started On: 12/08/2016 08:51 AM
Final Approval Date: 12/09/2016		

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

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
W150146330	Constable	10,000.00	01/01/2017	01/01/2021

PRINCIPAL

Lazaro Gallardo Jr.
730 Breyfogle, Ste B

Mission, TX 78574

OBLIGEE

Governor of State of Texas and the Governors successors in office
P O Box 12428

Austin, TX 78711-2428

ORIGINAL FOR BOND RENEWAL

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

SIGNED AND DATED THIS 28th DAY OF September 2016.

0895280
MISSION/DUNCAN INS. AGENCY INC
220 E. TOM LANDRY
P O BOX 749
MISSION, TX 78573
956-581-2183

Old Republic Surety Company
SURETY

By Roberta S. Witherow
ATTORNEY-IN-FACT

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

ORSC 22054 (8/94)

FILED
AT 3:30 O'CLOCK P M
DEC 08 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

OATH OF OFFICE

(COUNTY COMMISSIONERS AND COUNTY JUDGE)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me, at _____, Texas, this _____ day of _____, 20_____.

(Seal)

_____
Notary Public
_____ County, Texas

OATH OF OFFICE

(GENERAL)

I, _____ , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me, at _____, Texas, this _____ day of _____, 20_____.

(Seal)

_____
Notary Public
_____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date: _____, 20_____.

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____day of _____, 20____ , with its certificates of authentication, was filed for record in my office the _____ day of _____, 20____, at _____ o'clock ___M., and duly recorded the _____ day of _____, 20_____, at _____ o'clock __M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

OLD REPUBLIC SURETY COMPANY

FILED
AT 3:30 O'CLOCK P M
DEC 08 2016
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Roberta S. Witherow of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows: Effective Date: 1/1/2017 12:00:00 AM

Bond Number: W150146330 Bond Amount: Ten Thousand Dollars $ 10,000.00

Principal Name: Lazaro Gallardo Jr.

Obligee Name: Governor of State of Texas and the Governors successors in office of Austin, TX

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of September, 2016.

OLD REPUBLIC SURETY COMPANY

Jane E. Cherney
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of September, 2016, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2018

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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

0895280

Signed and sealed at the City of Brookfield, WI this 28th day of September, 2016.

Jane E. Cherney
Assistant Secretary

ORSC 22262 (3-06)

MISSION/DUNCAN INS. AGENCY INC

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

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
W150146197	Justice of The Peace	5,000.00	01/01/2017	01/01/2021

PRINCIPAL

Luis J. Garza
730 N Breyfogle, Ste C

Mission, TX 78574

OBLIGEE

Hidalgo County Judge
302 W University Drive

Edinburg, TX 78539

ORIGINAL FOR BOND RENEWAL

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

SIGNED AND DATED THIS 28th DAY OF September 2016

0895280
MISSION/DUNCAN INS. AGENCY INC
220 E. TOM LANDRY
P O BOX 749
MISSION, TX 78573
956-581-2183

Old Republic Surety Company
SURETY

By Roberta S. Witherow
ATTORNEY-IN-FACT

ORSC 22054 (8/94)

FILED
AT 5:30 O'CLOCK P M
DEC 09 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

OLD REPUBLIC SURETY COMPANY

FILED
AT 3:30 O'CLOCK P M
DEC 09 2016
ARTURO GUAJARDO JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

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

Roberta S. Witherow of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows: Effective Date: 1/1/2017 12:00:00 AM

Bond Number: W150146197 Bond Amount: Five Thousand Dollars $ 5,000.00

Principal Name: Luis J. Garza

Obligee Name: Hidalgo County Judge of Edinburg, TX

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of September, 2016.

OLD REPUBLIC SURETY COMPANY

Jane E. Cherney
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of September, 2016, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2018

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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

0895280

Signed and sealed at the City of Brookfield, WI this 28th day of September, 2016.

Jane E. Cherney
Assistant Secretary

ORSC 22262 (3-06)

MISSION/DUNCAN INS. AGENCY INC

OATH OF OFFICE

(COUNTY COMMISSIONERS AND COUNTY JUDGE)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me, at _____, Texas, this _____ day of _____, 20_____.

(Seal)

_____
Notary Public
_____ County, Texas

OATH OF OFFICE

(GENERAL)

I, _____ , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me, at _____, Texas, this _____ day of _____, 20_____.

(Seal)

_____
Notary Public
_____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date: _____, 20_____.

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____day of _____, 20____ , with its certificates of authentication, was filed for record in my office the _____ day of _____, 20____, at _____ o'clock ___M., and duly recorded the _____ day of _____, 20_____, at _____ o'clock __M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

STATEMENT OF ELECTED/APPOINTED OFFICER

Pursant to Tex. Const. art. XVI, §1(b), amended 2001

FILED
AT 3:30 O'CLOCK P M
DEC 09 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

I, Luis J. Garza do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed or promised to contribute any money or thing of value or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

12-9-2016
Date

Officer's Signature

Justice of the Peace Pct. 3 Pl.1
Position to Which Elected/Appointed

Hidalgo County
City or County

STATEMENT OF
ELECTED/APPOINTED OFFICER

Pursuant to Tex. Const. art. XVI, §1(b), amended 2001

FILED
AT 3:00 O'CLOCK PM
DEC 09 2016
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

I, Marcos Luis Ochoa do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed or promised to contribute any money or thing of value or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

12/9/16
Date

Marcos Ochoa
Officer's Signature

Justice of Peace Pct3 PL2
Position to Which Elected/Appointed

HIDALGO
City or County

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

Western Surety Company

FILED
AT 4:15 O'CLOCK P M
DEC 12 2016
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 63003934

That we, Marcos Luis Ochoa, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto [1] County Judge, his successors in office, in the sum of [2] Five Thousand and 00/100 DOLLARS ($5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 12th day of December, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of November, 2016, duly Elected (Elected—Appointed) to the office of Justice of the Peace in and for [3] Hidalgo County, State of Texas, for a term of 2 years commencing on the 31st day of December, 2016.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]

faithfully amd impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Marcos Ochoa
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

Form 862-A-11-2014

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Hidalgo } ss

Before me, Cynthia E Borrego on this day, personally appeared Marcos Luis Ochoa, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Edinburg, Texas, this 12th day of December, 2016.

Cynthia E Borrego

Hidalgo County, Texas

SEAL

NOTARY PUBLIC STATE OF TEXAS
CYNTHIA E BORREGO
Notary Public
State of Texas
My Comm. Exp. 12-01-2018

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, Marcos Luis Ochoa, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Marcos Luis Ochoa

Sworn to and subscribed before me at Edinburg, Texas, this 12th day of December, 2016.

Cynthia E Borrego

Hidalgo County, Texas

SEAL

NOTARY PUBLIC STATE OF TEXAS
CYNTHIA E BORREGO
Notary Public
State of Texas
My Comm. Exp. 12-01-2018

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ___M., and duly recorded the _____ day of _____, _____, at _____ o'clock ___M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 12th day of December, 2016, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

M. Bent
Notary Public

My Commission Expires March 2, 2020

Bond No. _____

FILED
AT 10:45 O'CLOCK AM
DEC 09 2016
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

StateFarm

OFFICIAL BOND AND OATH
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **JOSE EDUARDO GUERRA** (Principal) of _____

PO BOX 2	**LINN**	**TEXAS**	**78563**
Street Address	*City*	*State*	*zip*

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto **GOVERNOR OF THE STATE OF TEXAS AND THE GOVERNOR'S SUCCESSORS**

in the penal sum of **THIRTY THOUSAND AND NO HUNDREDTHS** Dollars

($ **30,000.00**), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this **6TH** day of **DECEMBER**, **2016**.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of **HIDALGO COUNTY SHERIFF**

_____ for a term of **OFFICE**

_____ beginning on **JANUARY 1, 2017** and

ending on **DECEMBER 31, 2020**.

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

X _____
Principal

STATE FARM INSURANCE COMPANIES
STATE FARM
INSURANCE
BLOOMINGTON, ILLINOIS

STATE FARM FIRE AND CASUALTY COMPANY

By: _____
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this 8th day of December, 2016.

OATH OF OFFICE

STATE OF **TEXAS**

SS

COUNTY OF **HIDALGO**

JOSE EDUARDO GUERRA being
Principal (print name)

duly sworn, says that he/she will support the constitution of the United States and of the State of

TEXAS and that he/she will faithfully, honestly and impartially perform and discharge the

duties of the office/position to which he/she has been appointed while he/she shall hold said office.

Signature of Principal

Sworn to by said **JOSE EDUARDO GUERRA**
Principal (print name)

before me, and subscribed in my presence this

_____ day of _____ A.D. _____

Notary Seal

Notary Public

Commission Date

FILED
AT 10:45 O'CLOCK A M
DEC 09 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATEMENT OF ELECTED/APPOINTED OFFICER

Pursant to Tex. Const. art. XVI, §1(b), amended 2001

I, Jose Eduardo Guerra do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed or promised to contribute any money or thing of value or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

December 08, 2016
Date

Officer's Signature

Hidalgo County Sheriff
Position to Which Elected/Appointed

Hidalgo County
City or County

AI-57666 **Constables** **7. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Dan Broyles, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct 3:
Discussion, consideration and approval to appoint Kimberly Jean Echavarria as Deputy Constable by Constable Lazaro Gallardo, Jr., Constable Pct. 3, in accordance with the 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: 2016 **ACCT. #:** 6-1100-421-00-293-001-0-113

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

BUDGETARY IMPACT:

Monies budgeted within position 293-001 Slot No. 0004.

Attachments

Constable Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2016 02:56 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Raquel Ramos		Started On: 12/06/2016 03:58 PM
Final Approval Date: 12/09/2016		

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, 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, 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) 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.

(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.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process

throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

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

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

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

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

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

Acts 2007, 80th Leg., R.S., Ch. 421, Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

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

AI-57730 **Constables** **7. B.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct 4:
Discussion, consideration, and approval to appoint Hector Hugo Garcia as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 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: 2016 **ACCT. #:** 6-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Monies budgeted within position 294-001 slot no. 0013.

Attachments

Chap86

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2016 03:03 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Nayla Munoz		Started On: 12/08/2016 02:44 PM
Final Approval Date: 12/09/2016		

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

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

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

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

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

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

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

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

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

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

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

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

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

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

Amended by:

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

AI-57689 **Sheriff's Office** **8. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office (1228)/(1100):
Approval to pay overtime and related fringes incurred by the Sheriff's Office not reimbursable under the STEP IDM Grant. Overtime and related fringes will be paid from Sheriff Federal Sharing-US Treasury (Fund 1228-Funding was approved on 10/13/16 (AI#56825).

BACKGROUND

See AI#56825 (10/13/16), transferred monies to Overtime line item.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1228-421-00-280-006-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/8/16

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/07/2016 04:29 PM
Budget & Management	Veronica Ortiz	12/07/2016 04:36 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/07/2016 01:52 PM

Final Approval Date: 12/09/2016

AI-57690 **Sheriff's Office** **8. B.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval to rescind action taken on the following items:
1. AI#56392 (9/20/16) Authorization to accept the NIBRS Grant (Grant No. 3201101)
2. AI#56546 (9/27/16) Authorization and approval of Certification of Revenues (COR) and authorization to appropriate funds for NIBRS Grant.

BACKGROUND

Reason for rescinding is that we are not disposed to address this project at this time.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-280-093-7-XXX

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

BUDGETARY IMPACT:

Funds are available as of 12/7/16

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/07/2016 03:15 PM
Budget & Management	Veronica Ortiz	12/07/2016 03:31 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/07/2016 02:18 PM

Final Approval Date: 12/09/2016

AI-57633 **Sheriff's Office** **8. C.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval for County Treasurer to process payment for fuel reimbursement in the amount of $21.79 to Sergeant Ricardo Ramirez after auditing procedures are completed by County Auditor. Sergeant Ramirez paid for fuel expense with personal credit card due to Fuel Card not working properly.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-421-00-280-001-0-626

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

BUDGETARY IMPACT:

Funds available as of 12/02/2016

Attachments

Reimbursement - Sgt. Ricardo Ramirez

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/02/2016 04:32 PM
Budget & Management	Veronica Ortiz	12/02/2016 04:44 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Myra Montoya		Started On: 12/02/2016 04:21 PM
Final Approval Date: 12/09/2016		

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **RICARDO RAMIREZ**, do hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
149808	**October 10, 2016**	**$21.79**	**STRIPES #9624**

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

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

SIGNATURE: _____

TITLE: **SERGEANT**

PERSON MAKING REQUEST

Before me MYRA M. MONTOYA, a Notary Public, appeared **RICARDO RAMIREZ** and on his/her oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He/She further stated that he requested payment of the same.

MYRA M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

_____
Notary Public In and For the State of Texas

_____
Approval of Department Head

_____
Approval of County Auditor

R142 Ramirez 71546.2
Unit 617 Welcome To
Unl 087203 Stripes 9624
600 E. Houston
Beeville TX 78102
361-358-0317
TP4B568556001
VeriFone Gold Disk

FL

<CUSTOMER COPY>

Description	Qty	Amount
UNLD CA #03 SELF @ 1.879/ G	11.599G	21.79
Subtotal		21.79
Tax		0.00
TOTAL		**21.79**
DEBIT	$	21.79

11.59 gal

VISA DEBIT $21.79
Payment from Primary Account
Acct/Card #: XXXXXXXXXXXX0419
Auth #: 415139
Resp Code: 0
Stan: 0328873008
Trace #: 149308
Invoice #: 149808
SITE ID: TP43568556001
CUSTOMER COPY

APPROVED 415139

THANKS COME AGAIN
Diesel Fuel Contains
Up To 20% Biodiesel Or
Renewable State Diesel
Tax $ 0.19 Per Gallon
ST# 9624 TILL XXXX DR# 1 TRAN# 1019322
CSH: 8 10/10/16 11:07:58

AI-57647 **Sheriff's Office** **8. D.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office (1284):
Authorization and approval to de-obligate the amount of $610.03 in the OCDETF Account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1284-421-00-280-064-6-131

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

BUDGETARY IMPACT:

Funds available as of 12/09/16.
No local match is required.
Revenue Acct. Number: 6-1284-331-11-280-064-6-000
Deobligation of funds.

Attachments

ba

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/06/2016 10:23 AM
Budget & Management	Veronica Ortiz	12/06/2016 04:17 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/05/2016 05:00 PM

Final Approval Date: 12/09/2016

DATE: December 9, 2016

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

DEPARTMENT NAME: OCDETF Overtime

ACCOUNT NUMBER: 6-1284-421-00-280-064-6-131

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
6-1284-421-00-280-064-6-131	Overtime Pay	(610.03)
6-1284-331-11-280-064-6-000	OCDETF-Revenues	(610.03)

TOTAL APPROPRIATIONS **(610.03)**

REASON: **To deobligate $610.03 from overtime hours for officer assigned to OCDETF investigations. (Number SW-TXS-1006)**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-57720 **Sheriff's Office** **8. E.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Roy Quintanilha, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Jail Commissary (2102):
1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of 2016 appropriation of funds into the Jail Commissary account in the amount of $25,000.00.

BACKGROUND

Funds will be used for repairs and upgrade of generator.
Funds in the amount of $124,918.45 were appropriated on 8/16/16 (AI#55830). Additional funds being requested to complete the upgrades.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2102-423-21-280-015-0-751

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

BUDGETARY IMPACT:

-No local funds are required. Funding provided by the Jail Commissary Bank Account. -Monies receipted under Acct# 6-2102-391-03-000-426-0-000(refer to receipt #205220)

Attachments

budget amendment
COR
Email Request for COR 12-8-16
Co. Treasurer receipt

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/08/2016 04:49 PM
Budget & Management	Veronica Ortiz	12/08/2016 04:51 PM
Ivan Cantu	Ivan Cantu	12/09/2016 01:51 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 12/08/2016 11:31 AM

Final Approval Date: 12/09/2016

DATE: December 13, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Jail Commissary

ACCOUNT NUMBER: 6-2102-423-21-280-015-0-751

Contact Person: Ivan Cantu Ph#: Ext. 5425

2016
Appropriation

AI #57720/8.E.
REVISED

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
6-2102-423-21-280-015-0- 751	Jail Commissary-	Machinery & Equipment	25,000.00
6-2102-391-03-000-426-0 000	*Transfers In-*	*Jail Commissary Trust Fund*	*25,000.00*
		TOTAL BUDGET INCREASE (DECREASE)	**25,000.00**

REASON: To complete the repairs & upgrades to the generator for the Adult Detention Facility.

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 13, 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 received from a transfer from Jail Commissary Trust Fund in the amount of $25,000.00. 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

12/9/16
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-57720 **Sheriff's Office** 14. E.

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Roy Quintanilha, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Jail Commissary (2102):
1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of 2016 appropriation of funds into the Jail Commissary account in the amount of $25,000.00.

BACKGROUND

Funds will be used for repairs and upgrade of generator.
Funds in the amount of $124,918.45 were appropriated on 8/16/16 (AI#55830). Additional funds being requested to complete the upgrades.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2102-423-21-280-015-0-751

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

BUDGETARY IMPACT:

-No local funds are required. Funding provided by the Jail Commissary Bank Account. - Monies receipted under Acct# 6-2102-391-03-000-426-0-000(refer to receipt #205220)

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/08/2016 04:49 PM
Budget & Management	Veronica Ortiz	12/08/2016 04:51 PM
Ivan Cantu		
Final Approval		
Form Started By: Maria Del Rosario Gonzalez		Started On: 12/08/2016 11:31 AM

DATE: December 9, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 6-2102-423-21-280-015-0-XXX

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
6-2102-423-21-280-015-0-751	Jail Commissary-Machinery & Equip.	25,000.00

TOTAL APPROPRIATIONS **25,000.00**

TOTAL REVENUES

REASON: **To appropriate funding for additional expenses relating to repairs and upgrade to Jail Generator system.**

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED
COMMISSIONER'S COURT

ATTEST
COUNTY CLERK

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 205220

Received From: HIDALGO COUNTY JAIL COMMISSARY 12/08/16 Date 12/08/16

1	5261	REPAIR AND UPGRADE TO GENERATOR SYSTEM	6-2102-391-03-000-426-0-000	25,000.00

Total: **25,000.00**

Check Total	25,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY SHERIFF'S OFFICE
REVENUE REMITTANCE FORM
DATE: **December 8, 2016**

TO: HIDALGO COUNTY TREASURER

THE FOLLOWING REMITTANCE REPRESENTS COLLECTIONS FOR:

1. Sheriff's Office - Court Ordered Confiscations $ _____
   (Seizure made prior to October 18, 1989)

   A. Credit Account Number: _____
   B. Actual date property seizure was made: _____
   C. Funds were awarded by District Court No. _____
      on _____. CAUSE # _____
   D. These Funds must be Appropriated through Commissioner's Court before they can be expended.
2. Undistributed Sheriff Fines and Court Costs ("D" Account) $ _____

   A. Credit Account Number: _____
   B. For Receipts Issued from No. _____ to No. _____
   C. For Date(s) _____
3. Sheriff's Office - Court Ordered Confiscations $ _____
   (Seizure made on October 18, 1989 and thereafter)

   A. Credit Account Number: _____
   B. Actual date property seizure was made: _____
   C. Funds were awarded by District Court No. _____
      on _____. CAUSE # _____
   D. These Funds must be Appropriated through Commissioner's Court before they can be expended.
4. Sheriff's Office - Jail Commissary Trust Funds $ **25,000.00**

   A. Credit Account Number: **6-2102-391-03-000-426-0-000**
   B. For Repairs and Upgrade to Jail's Generator System (Physical Plant Improvement)
   C. These payments comply with all applicable State Statutes and any applicable rules promulgated by the Texas Commission on Jail Standards.

$ **25,000.00**

APPROVED BY: _____
HIDALGO COUNTY SHERIFF OR DESIGNEE

PREPARED BY: _____
ACCOUNTANT III

COUNTY AUDITOR'S FORM: SFA-S-010
REVISED: 04/96

HIDALGO COUNTY JAIL COMMISSARY
P.O. BOX 1228
EDINBURG, TX 78540
PH. 956-381-7900 EXT. 7928

LONESTAR NATIONAL BANK
WWW.LONESTARNATIONALBANK.COM
88-1168/1149

5261

12/8/2016

PAY TO THE ORDER OF Hidalgo County Treasurer

$ **25,000.00

Twenty-Five Thousand and 00/100********** DOLLARS

Hidalgo County Treasurer

Void After 90 Days

MEMO Additional funds for Repairs and Upgrade to Jail's G

⑈005261⑈ ⑆114911687⑆ 710 15949⑈

HIDALGO COUNTY JAIL COMMISSARY 5261
Hidalgo County Treasurer 12/8/2016
25,000.00

Cash on Deposit - LS	Additional funds for Repairs and Upgrade to Jail'	25,000.00

HIDALGO COUNTY JAIL COMMISSARY 5261
Hidalgo County Treasurer 12/8/2016
25,000.00

Cash on Deposit - LS Additional funds for Repairs and Upgrade to Jail' 25,000.00

Becky Luna

From: Linda Fong [Linda.Fong@auditor.co.hidalgo.tx.us]
Sent: Friday, December 09, 2016 11:25 AM
To: Marcela Luna
Subject: FW: Certification of Revenues
Attachments: Receipt 25000.00 Commissary Generator upgrades.pdf; Revenue Remittance form and check 25000.00.pdf; Print Agenda Item_cfm.mht; Budget Amendment Commissary Jail Generator.xlsx

Importance: High

From: Rosie Gonzalez [mailto:rosieg@hidalgoso.org]
Sent: Friday, December 09, 2016 11:25 AM
To: raymundo.eufracio@auditor.co.hidalgo.tx.us; Linda Fong
Cc: Emilia Uriegas
Subject: FW: Certification of Revenues
Importance: High

Mr. Eufracio,

This is to request the Certification of Revenues for $25,000.00 (Jail Commissary Account Program 280-015) in reference to AI#57720.
I will be requesting that the item be placed for CC consideration for 12/13/16. Attached are the receipt, the revenue remittance form and check, the BA, and copy of the agenda item.

Should you require additional information, please 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

From: Rosie Gonzalez [mailto:rosieg@hidalgoso.org]
Sent: Thursday, December 08, 2016 4:52 PM
To: 'raymundo.eufracio@auditor.co.hidalgo.tx.us'; Linda Fong (linda.fong@auditor.co.hidalgo.tx.us)
Cc: Emilia Uriegas
Subject: Certification of Revenues
Importance: High

Mr. Eufracio,

This is to request the Certification of Revenues for $25,000.00 (Jail Commissary Account Program 280-015) in reference to AI#57720.
I will be requesting that the item be placed for CC consideration for 12/13/16.

Should you require additional information, please 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

From: Rosie Gonzalez [mailto:rosieg@hidalgoso.org]
Sent: Thursday, December 08, 2016 4:52 PM
To: 'raymundo.eufracio@auditor.co.hidalgo.tx.us'; Linda Fong (linda.fong@auditor.co.hidalgo.tx.us)
Cc: Emilia Uriegas
Subject: Certification of Revenues
Importance: High

Mr. Eufracio,

This is to request the Certification of Revenues for $25,000.00 (Jail Commissary Account Program 280-015) in reference to AI#57720.
I will be requesting that the item be placed for CC consideration for 12/13/16.

Should you require additional information, please 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

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 205220

Received From: HIDALGO COUNTY JAIL COMMISSARY 12/08/16 Date 12/08/16

1	5261	REPAIR AND UPGRADE TO GENERATOR SYSTEM	6-2102-391-03-000-426-0-000	25,000.00

Total: **25,000.00**

Check Total	25,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-57546 **Executive Office** **9. B.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Update on progress of Electronic Library Implementation

BACKGROUND

Contact persons:
Arnoldo Becho
Library Director, City of Weslaco
956.973.3144

Marisol Vidales
Library Director, City of Mercedes

Fiscal Impact

Attachments

report
plan
press release

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/01/2016 11:37 AM
Linda Flores	Linda Flores	12/01/2016 02:21 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Monica Badillo Started On: 12/01/2016 11:03 AM
Final Approval Date: 12/09/2016

THE HIDALGO COUNTY LIBRARY SYSTEM

The Hidalgo County Library System

434 S Ohio Ave
Mercedes, TX
Phone: (956) 565-2371

HCLS President/County Librarian:
Marisol Vidales, Director– Dr. Hector P. Garcia Memorial Library

HCLS Vice President:
Mayra Rocha, Director – Speer Memorial Library

HCLS Secretary:
Arnoldo Becho, Director – Mayor Joe V. Sanchesz Public Library

HCLS ILS Coordinator:
Jorge L. Gonzalez – McAllen Public Library

Electronic Library Progress and Implementation Summary

This summer the Hidalgo County Library System (HCLS) proposed the possibility of an Electronic Library for the County during its annual report. A little over a month ago we were asked by the Budget Office to begin work creating the collection and preparing for implementation through surplus funding.

Project Teams and Function

- Marketing Team - Prepares promotional and instructional materials. Organizes promotional events following system release.
- Technical Team - Implements the system and troubleshoots ongoing website issues.
- Circulation Team - Defines circulation procedure. Tasked with creating a plan for customer access thru the Community Resource Centers.
- Collection Development Team - Creates collection and maintains the collection perpetually.

Phases of Implementation

- Phase 1 (November and December) - Currently ongoing. First draft of collection is created. Test system is operational for a limited amount of libraries. Initial contact with the media is made.
- Phase 2 (January) - Draft of collection is modified by county librarians and county staff. Marketing increases. Circulation team finalizes plan to serve Community Resource Center (CRC) customers. Test system is implemented to include all libraries.
- Phase 3 (February) - Collection is finalized. Marketing continues. Library staff and CRC staff is trained to provide their customers access to the system. System testing is done. Materials are purchased and loaded into the Electronic Library.
- Launch (March) - Promotional events are held at each library to launch the Electronic Library. System maintenance functions continue by the county librarians.

Budget 2017

- System Fees: $2,000 (website, mobile app, technical support, and training)
- Periodicals: $15,600 (customer access to thousands of periodicals)
- Comics Plus: $7,200 (customer access to thousands of graphic novels and comics)
- Collection: $375,000

Proposed Budget 2018

- System Fees: $2,000
- Periodicals: $15,600
- Comics Plus: $7,200
- Collection: $40,200

Contact Information
Arnoldo Becho
City of Weslaco Library
956.973.3144
abecho@weslacopl.us

Hidalgo County Library System (HCLS)
Electronic Library Implementation Plan

Day 0 to 60 (Funding Confirmation is Day 0)

- *Collection development begins*. Working with the selected vendor, One Click Digital, we will begin to construct a collection that fits the budget minus platform cost. The broad goal, which has been discussed with One Click, will be to create a collection that will be used. Thus the focus will be on popular books. We will work to pay special attention to the characteristics of our population as well.

  One Click is experienced in creating launch collections. They have done so for various large institutions previously. HCLS also has an abundance of librarians with experience creating collections. The process will take some time and the sooner we are notified of funding the sooner we can complete collection development.

  HCLS does plan to reserve $5,000 for each library to fulfill patron request throughout the year. In addition, we will be encouraging them to use City funds to purchase books on their own. The new fiscal year for each City has already begun and the ability to do this may depend upon the specific situation within each library's budget. Any books purchased with County funds will be property of the County, any items purchased with City funds will be property of the City.

- *Technical planning.* Many technical aspects, from website access and proxy settings, will have to be arranged with the vendor. Again, there is an abundance of experience on both the vendor and librarian side. HCLS will create a committee that will steer this operation.

- *Marketing planning.* HCLS recognizes the need to heavily market the E-Library. We also realize that we will need to rely on free methods through which to do so. Again, we will create a committee to lead this initiative. We will focus on informing our own communities and engaging our City governments, chamber of commerce, economic development corporations, and school districts. At the same time, we plan to use social media and promotional events to a large degree.

- *Creation of circulation rules and procedures.* This is another technical administrative function. This aspect is smaller in scope and we have County procedures with which we can use as a guidepost. This will be done on a group level at the same time as collection development is executed. No committee will be needed.

Day 60 to 90

- *Marketing begins.* After preliminary implementation and proper planning, marketing efforts can begin in earnest. At this point, we would implement the measures devised within the first 60 days. Collection development should be winding down as well.

Day 90 to 120

- *Technical implementation and system testing.* At this point, we should have a working E-Library. The collection may not be ready for public use but should definitely be at the point where

we can test the system and troubleshoot issues. We will be able to implement circulation procedures and will have an opportunity to work out last minute procedural issues.

- *Staff training.* At this point staff training may begin as well. All library staff will need to know how to provide access to the E-Library to patrons. HCLS also plans to train Community Resource Centers' (CRC) staff so that they may access the E-Library and provide access to their customers as well. One Click has committed to provide both in person and digital training sessions too.

- *Creation of training materials.* HCLS will also take this time to create training videos and pamphlets for both patrons and staff members. These materials will be used to train individuals and provide guidance when a staff member is not able to do so. The vendor will also be very helpful in this regard. The vendor has committed to archiving training sessions and provide instructional material.

Day 120 forward

- *System launch.* After roughly 4 months from notification that we will be receiving funding, we should be able to open to the public. We will work with the vendor to insure that the subscription period begins at this time, thus the County would avoid paying for a service before it is available to the public.

- *Marketing increases.* Marketing efforts will ramp up at this point. In addition to the efforts begun the previous months, HCLS will have events at each library and the County CRCs where patrons may bring their devices to have the E-Library application installed. The hope is that this point arrives in the March-April range. Having an initial wave of marketing at this point, will fit well with another strong wave of marketing that can take place during our busiest time of the year, the summer months.

THE HIDALGO COUNTY LIBRARY SYSTEM

The Hidalgo County Library System

434 S Ohio Ave
Mercedes, TX
Phone: (956) 565-2371

HCLS President/County Librarian:
Marisol Vidales, Director– Dr. Hector P. Garcia Memorial Library

HCLS Vice President:
Mayra Rocha, Director – Speer Memorial Library

HCLS Secretary:
Arnoldo Becho, Director – Mayor Joe V. Sanchesz Public Library

HCLS ILS Coordinator:
Jorge L. Gonzalez – McAllen Public Library

Release on: December 5, 2016
Contact: Arnoldo Becho Jr.
Phone: (956) 973-3144
Email: abecho@weslacopl.us

Hidalgo County Creating Plans to Open New Electronic Library

The County of Hidalgo is creating plans to open a new library in March but won't be opening any doors, reason being that this library doesn't have any doors. The new library will be completely online and will provide access to thousands of books, audiobooks, comic books and periodicals. This service will be available to all residents of Hidalgo County to use completely free of charge. Hidalgo County's electronic library will work to increase readership and community wellbeing in a new and innovative fashion.

The new library is intended to combat illiteracy and provide reading opportunities to the citizens of Hidalgo. "Texas reads less on average than the US, and the Rio Grande Valley reads even less than Texas," commented librarian Arnoldo Becho. "This is a real problem and Hidalgo County is making a bold effort to change that. They are sending a message that reading matters. Reading has been found to be the single most important factor to increasing the economic and cultural wellbeing within communities. Opening a new library that can be accessed at any time and at any place with an internet connection is an investment in the county's future. Helping people get books today means a better community tomorrow."

The innovative new library will be one of the only completely digital libraries in the nation. EBooks now account for about 10% of checkouts in modern libraries and sales of EBooks continues to skyrocket. In fact EBooks already sell more copies than hardcover books and are quickly becoming the most important medium in the book environment. It's extremely impressive to see that Hidalgo County is innovating and at the forefront as it combats the region's biggest problem, illiteracy.

Interested parties should contact their local public library to get more information. The Hidalgo County Library System (HCLS) would very much like to encourage county residents to use the new electronic library. Your local libraries will be holding kickoff events throughout the month of March and will be providing training during library hours. Simply show up to any of our libraries and we will be happy to show you how to use EBooks. Feel free to visit our website at http://www.hcls.lib.tx.us/.

AI-57767 **Executive Office** **9. C.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in Recognition of the La Joya ISD School Board

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:37 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Monica Badillo Started On: 12/09/2016 01:06 PM

Final Approval Date: 12/09/2016

RESOLUTION IN RECOGNITION OF THE LA JOYA ISD SCHOOL BOARD

WHEREAS, the mission of public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

WHEREAS, this month is celebrated across the State of Texas in recognition of all school boad members, who are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

WHEREAS, La Joya ISD school board members are responsible for ensuring the structure that provides a solid foundation for our school system by working closely with parents, educational professionals, and other community members to create the educational vision for our our students; and

WHEREAS, La Joya ISD school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioner's Court hereby recognizes the La Joya ISD school board and the crucial role of trustees in our communities and schools.

Approved this 13th 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-57632 **Executive Office** **9. D.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, consideration and entering of an Order into the minutes the designation of the day of the week and week of the month of Hidalgo County Commissioners' Court Regular Term Meeting Tex. Loc Gov. Code ORDER OF THE COURT:
HIDALGO COUNTY COMMISSIONERS' COURT
Week of the Month: **4th week**
Day of the Week: **Tuesday**
Time of the Day: **9:30 a.m.** for the calendar year of 2017

BACKGROUND

Recommendation is the 4th Tuesday of the month.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 04:15 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Monica Badillo Started On: 12/02/2016 04:09 PM
Final Approval Date: 12/09/2016

AI-57663 **Executive Office** **9. E.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept two money orders from Elena Salinas in the amount of $1,000.00 & $59.77 to settle auto accident claim with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 09/12/16

Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Elena Salinas Settlement Money Orders

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/06/2016 04:18 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Aida Alvarez		Started On: 12/06/2016 02:35 PM
Final Approval Date: 12/09/2016		

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WESTERN UNION WU moving money for better

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

MONEY ORDER

17-495389544

H-E-B Services (ISSUING AGENT)

A 621508 D 120216
T 1255 12
174953895443 L 000590

$ 1000.00

PAY EXACTLY ONE THOUSAND DOLLARS AND NO CENTS

PAY TO THE ORDER OF Hidalgo County

PAYMENT FOR/ACCT. #

PURCHASER'S ADDRESS

Elena Salinas
PURCHASER'S SIGNATURE
PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

:102100400: 401749538954 43"

LOAD THIS DIRECTION, THIS SIDE UP

MONEY ORDER RECEIPT - NON NEGOTIABLE

LOAD THIS DIRECTION, THIS SIDE UP

AGT 621508 LOC 000590 DT 120216 $1000.00 1THOUSANDDOLLARS AND NO CENTS

Payable to:

RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK. For your own records, it is recommended that you make a photocopy of the completed Money Order before providing it to the receiver.

PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-9660.

* 17495389544 *



THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WESTERN UNION WU moving money for better

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

MONEY ORDER

17-495389545

H-E-B Services (ISSUING AGENT)

A 621508 D 120216
T 1255 12
174953895452 L 000590

$ 59.77

PAY EXACTLY FIFTY-NINE DOLLARS AND SEVENTY-SEVEN CENTS

PAY TO THE ORDER OF Hidalgo County

PAYMENT FOR/ACCT. #

PURCHASER'S ADDRESS

Elena Salinas
PURCHASER'S SIGNATURE
PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

:102100400: 401749538954 52"

LOAD THIS DIRECTION, THIS SIDE UP

MONEY ORDER RECEIPT - NON NEGOTIABLE

LOAD THIS DIRECTION, THIS SIDE UP

AGT 621508 LOC 000590 DT 120216 $59.77 59DOLLARS AND 77CENTS

Payable to:

RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK. For your own records, it is recommended that you make a photocopy of the completed Money Order before providing it to the receiver.

PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-9660.

* 17495389545 *



BERT OGDEN MOTORS INC.

COLLISION CARE CENTER
4221 S HIGHWAY 281, EDINBURG, TX 78539
Phone: (956) 381-0001
FAX: (956) 386-0056

Workfile ID: 72ad93a7
Federal ID: #: 741983604

570

Preliminary Estimate

Customer: SHERIFF

Job Number:

Written By: Omar Cantu

Insured: SHERIFF
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
SHERIFF

Inspection Location:
BERT OGDEN MOTORS INC.
4221 S HIGHWAY 281
EDINBURG, TX 78539
Repair Facility
(956) 381-0001 Day

Insurance Company:

VEHICLE

2013 FORD EXPEDITION 4X4 XL 4D UTV 8-5.4L-FI

VIN: 1FMJU1G54DEF58888
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
Overdrive
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Privacy Glass

Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Rear Window Wiper
Climate Control
Dual Air Condition
RADIO
AM Radio

FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
ROOF

Luggage/Roof Rack
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Fog Lamps
TRUCK
Trailer Hitch
Trailering Package

Customer: SHERIFF **Job Number:**

2013 FORD EXPEDITION 4X4 XL 4D UTV 8-5.4L-FI

Line	Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR BUMPER**						
2		O/H rear bumper				2.1	
3	Repl	Bumper cover w/o park sensor 119" whl base	7L1Z17K835AA	1	459.45	Incl.	
4	Repl	Impact bar w/heavy duty towing 119" whl base	7L1Z17906C	1	500.32	0.4	
5	R&I	Step pad 119" whl base				Incl.	
		SUBTOTALS			**959.77**	**2.5**	**0.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				959.77
Body Labor	2.5 hrs	@	$ 40.00 /hr	100.00
Subtotal				1,059.77
Grand Total				**1,059.77**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,059.77**

Bert Ogden Non-OEM Sheet Metal Parts Warranty

When you have your vehicle repaired after an accident and tthe repair estimate includes the use of certain non-OEM sheet metal crash parts (parts not made by or for your vehicle's original manufacturer), Bert Ogden will stand behind those parts for as long as you own the vehicle. If a supplier of a part listed in your repair estimate or the Insurance that performed the part requested on your vehicle is unable to resolve a legitimate complaint about the quality of the non-OEM sheet metal part used in the repair, we will make every effort to see that the problem is corrected.

Parts covered by this warranty are limited to hoods, fenders, door shells, truck beds, box sides, tailgates, quarter panels, rear outer panels, bodyside panels, trunk lids and deck lids.

For assistance, please contact the Bodyshop manager.

DISCLAIMER

This warranty and any representations made herein are non-transferable and its benifits extend only to the party owning the vehicle at the time of the repair.
it is not part of your insurance policy and dose not constitute an extension of coverage thereunder.

Any person who knowingly presents a false or fraudulent insurance claim for the payment of a loss may be guilty of a crime and may be subject to fines and confinment in state prision.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOSE NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED WHICH MAY NOT BE EVIDENT ON THE FIRST INSPECTION. NATURALLY, THIS ESTIMATE CAN

AI-57731 **Executive Office** **9. F.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Public Defense:
Requesting approval of payment of four (4) attorney vouchers totaling $1,250.00 (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Jaime Aleman 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	12/8/16	1/7/16	CR-14-8478-G / CC #7	$300.00
2	12/8/16	1/11/16	CR-15-09557-G / CC #7	$350.00
3	12/8/16	1/13/15	CR-15-08835-D / CC #4	$300.00
4	12/8/16	1/6/16	CR-15-07943-E / CC #5	$300.00
	TOTAL			**$1,250.00**

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:

Funds available as of 12-8-2016.

Attachments

invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2016 03:53 PM
Linda Flores	Linda Flores	12/08/2016 04:14 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Monica Badillo Started On: 12/08/2016 03:16 PM
Final Approval Date: 12/09/2016

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)			
Marquez, Mark Anthony			
PID	1222083	**APPOINTMENT DATE**	9/19/2014
DEGREE	MB	**DISPOSITION DATE**	1/7/2016
☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE		**DEATH PENALTY RATE**	
COURT NUMBER	COUNTY COURT 7		
CASE NUMBER	CR-14-8478-G		

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
1/7/2016	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

COUNTY OF HIDALGO TEXAS

MAR 09 2016

Hidalgo County Indigent Defense

SECTION E **ATTORNEY INFORMATION**

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
201979	(956) 631-9007	00786965

MAILING ADDRESS

3305 W. Alberta Rd., Edinburg, Texas 78539

SECTION F **CERTIFICATION**

I, Jaime Aleman 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 FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR 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 _____ DAY OF _____, _____

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)			
Trevino, Alfonso Cisneros			
PID	207995	APPOINTMENT DATE	9/21/2015
DEGREE	MA	DISPOSITION DATE	1/11/2016
☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE		DEATH PENALTY RATE	
COURT NUMBER	COUNTY COURT 7		
CASE NUMBER	CR-15-09557-G		

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$350.00
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 $350.00

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
1/11/2016	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 # CR-15-09558-G	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$350.00

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

HIDALGO COUNTY, TEXAS

MAR 09 2015

Hidalgo County Indigent Defense

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
201979	(956) 631-9007	00786965

MAILING ADDRESS

3305 W. Alberta Rd., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Jaime Aleman 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 S 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 _____ DAY OF _____, _____

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)

Sanchez, Marlenda

PID	1312731	APPOINTMENT DATE	11/13/2015
DEGREE	MB	DISPOSITION DATE	1/13/2016

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

COURT NUMBER: COUNTY COURT 4

CASE NUMBER: CR-15-08835-D

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
1/13/2015	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

MAR 09 2016

Hidalgo County Indigent Defense

SECTION E **ATTORNEY INFORMATION**

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
201979	(956) 631-9007	00786965

MAILING ADDRESS

3305 W. Alberta Rd., Edinburg, Texas 78539

SECTION F **CERTIFICATION**

I, Jaime Aleman 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 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 _____ DAY OF _____, _____

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

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)			
Garcia, Guadalupe			
PID	111797	**APPOINTMENT DATE**	10/28/2015
DEGREE	MA	**DISPOSITION DATE**	1/6/2016
☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE		**DEATH PENALTY RATE**	
COURT NUMBER	COUNTY COURT 5		
CASE NUMBER	CR-15-07943-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
1/6/2016	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

MAR 09

Hidalgo County Indigent Defense

SECTION E **ATTORNEY INFORMATION**

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
201979	(956) 631-9007	00786965

MAILING ADDRESS

3305 W. Alberta Rd., Edinburg, Texas 78539

SECTION F **CERTIFICATION**

I, Jaime Aleman 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 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 _____ DAY OF _____, _____

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

AI-57682 **Executive Office** **9. G.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Revised Holiday Schedule for 2017 to correct/clarify New Years Eve Holiday should be December 29, 2017 (Friday) instead of January 1, 2018 (Monday)

BACKGROUND

previously approved on 11/1/16.

Fiscal Impact

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2016 01:16 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Monica Badillo Started On: 12/07/2016 11:55 AM

Final Approval Date: 12/09/2016

County Executive Office

2818 S. Bus. Hwy. 281 Edinburg, Texas 78539 Phone: (956) 292-7655 Fax: (956) 292-7034

HIDALGO COUNTY
2017 HOLIDAYS -REVISED

New Year's Day	**January 02, 2017 (Monday)**
Martin Luther King Day	**January 16, 2017 (Monday)**
Presidents' Day	**February 20, 2017 (Monday)**
Good Friday	**April 14, 2017 (Friday)**
Memorial Day	**May 29, 2017 (Monday)**
Independence Day	**July 04, 2017 (Tuesday)**
Labor Day	**September 04, 2017 (Monday)**
Columbus' Day	**October 09, 2017 (Monday)**
Veterans' Day	**November 10, 2017 (Friday)**
Thanksgiving	**November 23 & 24, 2017 (Thursday/Friday)**
Christmas	**December 25 & 26, 2017 (Monday/Tuesday)**
New Year's Eve	**December 29, 2017 (Friday)**

Approved by Commissioners Court on: November 01, 2016.
Revised by Commissioners Court on: December 13, 2016.

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

AI-56657 **Human Resources** **10. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office:
Discussion, consideration, and action, in accordance with the Hidalgo County Civil Service Commission rules, for the following employee #141275 to be paid out for accrued compensatory time, and holiday leave time and employee #031356 to be paid out for accrued compensatory time and annual leave time.

BACKGROUND

- Sheriff's Office employee #141275 may request to receive cash payment for accrued compensatory leave and holiday leave time from the Elected Official. The request must be submitted to the Commissioner's Court as the governing authority for approval. Employee shall be paid at an hourly rate commensurate with the employee's last classified "non-exempt" rate of pay.
- Employee #031356 may request to receive cash payment for accrued compensatory leave from the Elected Official. The request must be submitted to the Commissioner's Court as the governing authority for approval. Employee shall be paid at an hourly rate commensurate with the employee's last classified "non-exempt" rate of pay. Annual leave and compensatory time to be paid based on separation from HCSO.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Funding is available in salaries and fringe benefits object codes.

Attachments

Leave Accrual

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/08/2016 05:02 PM
Budget & Management	Veronica Ortiz	12/09/2016 08:35 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Virginia Rodriguez		Started On: 09/28/2016 03:27 PM

Final Approval Date: 12/09/2016

COUNTY OF HIDALGO
SUMMARY OF VACATION, SICK LEAVE, AND HOLIDAY

EMPLOYEE NO: 141275

A. ENDING PAY PERIOD	ANNUAL LEAVE			SICK LEAVE			HOLIDAY LEAVE			COMPENSATORY LEAVE		
	B. BALANCE FORWARD:		202	F. BALANCE FORWARD:		152	J. BALANCE FORWARD:		191	N. BALANCE FORWARD:		400.75
	C. EARNED	D. USED	E. BAL	G. EARNED	H. USED	I. BAL	K. EARNED	L. USED	M. BAL	O. EARNED	P. USED	Q. BAL
01/10/16			202			152			191			400.75
01/24/16			202			152			191			400.75
JAN.	10		212	8		160			191			400.75
02/07/16			212			160			191			400.75
02/21/16			212			160			191			400.75
FEB.	10		222	8		168			191			400.75
03/06/16			222			168			191			400.75
03/20/16		16	206			168			191			400.75
MAR.	10		216	8		176			191			400.75
04/03/16			216			176			191			400.75
04/17/16			216			176			191			400.75
APR.	10		226	8		184			191			400.75
05/01/16			226			184			191			400.75
05/15/16			226		16	168			191			400.75
05/29/16			226			168			191			400.75
MAY	10		236	8		176			191			400.75
06/12/16			236			176			191			400.75
06/26/16		40	196			176			191			400.75
JUNE	10		206	8		184			191			400.75
07/10/16			206		8	176			191			400.75
07/24/16			206			176			191			400.75
JULY	10		216	8		184			191			400.75
08/07/16			216			184			191			400.75
08/21/16			216			184			191			400.75
AUG.	10		226	8		192			191			400.75
09/04/16			226		8	184			191			400.75
09/18/16			226		16	168			191			400.75
SEPT.	10		236	8		176			191			400.75
10/02/16			236		8	168			191			400.75
10/16/16			236		8	160			191			400.75
10/30/16			246			168			191			400.75
OCT.	10		246	8		168			191			400.75
11/13/16		8	238			168			191			400.75
11/27/16		8	230		8	160			191			400.75
NOV.	10		240	8		168			191			400.75
12/11/16			240			168			191			400.75
12/25/16			240			168			191			400.75
12/31/16			240			168			191			400.75
DEC.			240			168			191			400.75

REMINDER: VACATION AND SICK LEAVE HOURS ARE EARNED AT THE END OF THE MONTH. AT CALENDAR YEAR END, VACATION LEAVE EXCEEDING THE MAXIMUM BASED ON TENURE, WILL BE LOST (PLEASE SEE BELOW).

ANNUAL LEAVE ACCRUAL

TYPE OF EMPLOYEE	YEARS EMPLOYED	HOURS ACCRUED	MAXIMUM CARRY-OVER
FULL-TIME	0 - 5	8	160
FULL-TIME	5 - 10	9	160
FULL-TIME	10 +	10	240
FULL-TIME	15 +	10	320
PART-TIME	N/A	BASED ON HOURS WORKED x .04615	160,240,320
TEMPORARY	N/A	N/A	N/A

SICK LEAVE IS NOT TO EXCEED 360 HOURS REGARDLESS OF THE TENURE.

SICK LEAVE ACCRUAL

TYPE OF EMPLOYEE	YEARS EMPLOYED	HOURS ACCRUED	MAXIMUM CARRY-OVER
FULL-TIME	N/A	8	360
PART-TIME	N/A	4	360

COMPENSATORY LEAVE

THE MAXIMUM AMOUNT OF COMPENSATORY LEAVE AN EMPLOYEE MAY ACCRUE IS 240 HOURS IF THE EMPLOYEE HAS A SEVEN (7) DAY WORK PERIOD (NON-LAW ENFORCEMENT) AND 480 HOURS IF EMPLOYEE HAS A FOURTEEN (14) DAY WORK PERIOD (LAW ENFORCEMENT) AS STATED IN RULE 7.52 OF TH

COUNTY OF HIDALGO
SUMMARY OF VACATION, SICK LEAVE, AND HOLIDAY

EMPLOYEE NO: 031356

A. ENDING PAY PERIOD	ANNUAL LEAVE			SICK LEAVE			HOLIDAY LEAVE			COMPENSATORY LEAVE		
	B. BALANCE FORWARD:		224	F. BALANCE FORWARD:		360	J. BALANCE FORWARD:		8	N. BALANCE FORWARD:		11
	C. EARNED	D. USED	E. BAL	G. EARNED	H. USED	I. BAL	K. EARNED	L. USED	M. BAL	O. EARNED	P. USED	Q. BAL
01/10/16			224			360			8			11
01/24/16			224			360	8		16			11
JAN.	10		234	8		368			16			11
02/07/16			234			368			16			11
02/21/16			234			368	8		24			11
FEB.	10		244	8		376			24			11
03/06/16			244			376			24			11
03/20/16		8	236			376		24	0		8	3
MAR.	10		246	8		384			0			3
04/03/16			246			384			0	8		11
04/17/16			246			384			0			11
APR.	10		256	8		392			0			11
05/01/16			256			392			0			11
05/15/16			256			392			0			11
05/29/16			256			392			0			11
MAY	10		266	8		400			0			11
06/12/16			266			400			0	6		17
06/26/16			266			400			0			17
JUNE	10		276	8		408			0			17
07/10/16			276		24	384			0	7		24
07/24/16		40	236			384			0	8		32
JULY	10		246	8		392			0			32
08/07/16			246			392			0			32
08/21/16			246			392			0			32
AUG.	10		256	8		400			0			32
09/04/16			256			400			0			32
09/18/16			256			400			0	8		40
SEPT.			256			400			0			40
10/02/16			256			400			0			40
10/16/16			256			400			0			40
10/30/16			256			400			0			40
OCT.			256			400			0			40
11/13/16			256			400			0			40
11/27/16			256			400			0			40
NOV.			256			400			0			40
12/11/16			256			400			0			40
12/25/16			256			400			0			40
12/31/16			256			400			0			40
DEC.			256			400			0			40

REMINDER: VACATION AND SICK LEAVE HOURS ARE EARNED AT THE END OF THE MONTH. AT CALENDAR YEAR END, VACATION LEAVE EXCEEDING THE MAXIMUM BASED ON TENURE, WILL BE LOST (PLEASE SEE BELOW).

ANNUAL LEAVE ACCRUAL

TYPE OF EMPLOYEE	YEARS EMPLOYED	HOURS ACCRUED	MAXIMUM CARRY-OVER
FULL-TIME	0 - 5	8	160
FULL-TIME	5 - 10	9	160
FULL-TIME	10 +	10	240
FULL-TIME	15 +	10	320
PART-TIME	N/A	BASED ON HOURS WORKED x .04615	160,240,320
TEMPORARY	N/A	N/A	N/A

SICK LEAVE IS NOT TO EXCEED 360 HOURS REGARDLESS OF THE TENURE.

SICK LEAVE ACCRUAL

TYPE OF EMPLOYEE	YEARS EMPLOYED	HOURS ACCRUED	MAXIMUM CARRY-OVER
FULL-TIME	N/A	8	360
PART-TIME	N/A	4	360

COMPENSATORY LEAVE

THE MAXIMUM AMOUNT OF COMPENSATORY LEAVE AN EMPLOYEE MAY ACCRUE IS 240 HOURS IF THE EMPLOYEE HAS A SEVEN (7) DAY WORK PERIOD (NON-LAW ENFORCEMENT) AND 480 HOURS IF EMPLOYEE HAS A FOURTEEN (14) DAY WORK PERIOD (LAW ENFORCEMENT) AS STATED IN RULE 7.52 OF TH

AI-57327 **Human Resources** **10. B.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Constable Pct. #4 (1100):
1. Requesting waiver of the Budget Amendment Policy – Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 12/26/2016 and Calendar Year 2017 :

Action	Dept. / Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Budgeted Salary Adjustment (Reduce)	294-001	0003	Deputy Constable Step II	$51,834.00	$45,691.00
Budgeted Salary Adjustment/ (Reduce)	294-001	0019	Senior Deputy Constable Step I	$59,795.00	$49,822.00
Create	294-001	0024	Sergeant Step I	$0.00	$59,795.00

3. Approval to waive the posting, hiring and enrollment procedures and promote employee # 171395 to the Sergeant Step I, Slot# 0024 position.
4. Approval to delete one (1) regular full-time Deputy Constable position, Slot No. 0011, budgeted salary $44,577.00 effective upon Commissioners' Court approval and Calendar Year 2017.
5. Approval to revise the salary schedule in accordance with Commissioner's Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Cost Savings

Attachments

Fiscal Note

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:43 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Diana Munoz		Started On: 11/10/2016 09:05 AM
Final Approval Date: 12/09/2016		

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 13, 2016 Agenda Item: 57327

Summary of request/proposal:
Const Pct4 (1100)-
Approval of the following personnel actions, effective 12/26/16 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Constable Step II	0003	113	51,834.00	45,691.00	(6,143.00)
1100	Senior Deputy Constable Step I	0019	113	59,795.00	49,822.00	(9,973.00)
1100	Sergeant Step I	0024	113	0.00	59,795.00	59,795.00
1100	Deputy Constable	0011	113	44,577.00	0.00	(44,577.00)
				156,206.00	155,308.00	(898.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-294-001-0-	113	CONST PCT4-	REGULAR FULL TIME	($17.20)
6-1100-421-00-294-001-0-	211	CONST PCT4-	HEALTH INSURANCE	$0.00
6-1100-421-00-294-001-0-	212	CONST PCT4-	LIFE INSURANCE	$0.00
6-1100-421-00-294-001-0-	220	CONST PCT4-	FICA	($1.32)
6-1100-421-00-294-001-0-	230	CONST PCT4-	RETIREMENT	($1.94)
6-1100-421-00-294-001-0-	250	CONST PCT4-	UNEMPLOYMENT COMP	($0.10)
6-1100-421-00-294-001-0-	260	CONST PCT4-	WORKER'S COMP	($0.54)
			2016 Budgetary Impact	($21.10)

2017 Budgetary Impact: ($1,103.11)

Possible Funding Sources: Cost Savings

Comments:

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
DEC - 5 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	12/05/2016	**CURRENT POSITION TITLE:**	Deputy Constable Step II
DEPARTMENT NAME:	Constable Precinct 4	**CURRENT SLOT NO.:**	0003
DEPARTMENT NO.:	294 · 001 PR	**REQUESTED POSITION TITLE:**	

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Reduction of Salary

SALARY REQUEST:

$ 51,834.00	$ 45,691.00	-$ 6,143.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☑ Salary Adjustment ☐ Other _____

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Adjustment is needed in accordance to the Law Enforcement Step and Grade Pay Schedule.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 12/05/2016
Department of Human Resources	Date 12/12/2016
Department of Budget & Management	Date 12/13/2016

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
DEC - 5 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	12/05/2016	**CURRENT POSITION TITLE:**	Senior Deputy Constable Step I
DEPARTMENT NAME:	Constable Precinct 4	**CURRENT SLOT NO.:**	0019
DEPARTMENT NO.:	294 · 001 PR	**REQUESTED POSITION TITLE:**	

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Reduction of Salary

SALARY REQUEST:

$ 59,795.00	$ 49,822.00	-$ 9,973.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☑ Salary Adjustment ☐ Other _____

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Adjustment is needed in accordance to the Law Enforcement Step and Grade Pay Schedule.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 12/05/2016
Department of Human Resources	Date 12/12/2016
Department of Budget & Management	Date 12/13/2016

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
DEC - 5 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	12/05/2016	**CURRENT POSITION TITLE:**	Deputy Constable
DEPARTMENT NAME:	Constable Precinct 4	**CURRENT SLOT NO.:**	0011
DEPARTMENT NO.:	294 · 001 PR	**REQUESTED POSITION TITLE:**	

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion of Position

SALARY REQUEST:

$ 44,577.00	$ 0.00	-$ 44,577.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☐ Other _____

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Position is no longer needed. New Sergeant Step I position is needed and will be created.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 12/05/2016
Department of Human Resources	Date 12/12/2016
Department of Budget & Management	Date 12/13/0016

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
DEC - 5 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 12/05/2016
DEPARTMENT NAME: Constable Precinct 4
DEPARTMENT NO.: 294-001 PR
CURRENT POSITION TITLE:
CURRENT SLOT NO.: 0024
REQUESTED POSITION TITLE: Sergeant Step I

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
	$ 59,795.00	$ 59,795.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:
☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☐ Other

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt
FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

New Sergeant Step I position is needed and adjustment is in accordance to the new Law Enforcement Step and Grade Pay Schedule.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 12/05/2016
Department of Human Resources	Date 12/12/2016
Department of Budget & Management	Date 12/13/2016

HIDALGO COUNTY CONSTABLE PRECINCT #4

SERGEANT

GENERAL DESCRIPTION

May be assigned to patrol, narcotics, court processes or criminal investigation work. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigating work.

EXAMPLES OF WORK PERFORMED

Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations

Respond to emergency calls and routine complaints and take action as necessary

Issue traffic citations and direct traffic

Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials

Keeps records of activities and makes reports concerning crimes, complaints, accidents, and investigations

Files cases with district attorney or U.S. attorneys

Make lawful arrests for violation of laws for the State of Texas and local governments ordinance and/or resolution

Serve felony, misdemeanor and mental commitment warrants and make arrests

Serve court papers including writs, summons, subpoenas, capias, etc

Question witnesses and suspects and take statements

Assist other law enforcement agencies as needed

Meets with informants and conducts undercover narcotics investigations

Conducts background investigations on applications for law enforcements and correction positions

Gathers and labels evidence, takes photographs and fingerprints, guards and transports prisoners and testifies in court

May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention

May be responsible for animal control, especially relating to cattle on roadways

Return persons who have been arrested in Hidalgo County to other locations in and out and out of state

Approved subordinates reports and insure subordinates complete their daily assigned duties

Regular attendance is a must

Ability to work with others

Must hold all mandated licenses and certifications throughout employment with Hidalgo County

SUPERVISORY RESPONSIBILITIES

Will supervise those investigations, deputy sheriffs, communication officer, and civilian personnel that have been placed in his/her charge

Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job description, level of responsibilities, department goals, and applicable federal and state laws

Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving and subordinate or officer of same of higher rank, through established chain of command

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Four (4) years experience as a Peace Officer immediately preceding the date of application

Applications for employee should reflect any increases in responsibilities during previous or current employment

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses, Registrations

Must posses a current Peace Officer Certification immediately preceding the date of application

Application for employment should reflect any increases in responsibilities during previous or current employment

Must have a current valid Texas motor vehicle operator's license

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

Knowledge, Skills, and Abilities

Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws

Ability to establish and maintain effective working relationships with other county employees and officials, law enforcements agencies and the general public

Ability to analyze situations and adopt a quick, effective and reasonable course of action

Ability to write clear and concise reports and to maintain complete records as required

Ability to learn the use and care of vehicles, firearms, and specialized equipment

Ability to communicate effectively orally or in writing

Good physical condition

Ability to solve basic mathematical problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Ability to speak, read, and write in English

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees or organizations

Ability to also speak and write in Spanish preferred

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardizations exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to stand, walk, talk and hear. The employee frequently is required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climb stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift inmates with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of inmates.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment

- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-57668 **Human Resources** **10. C.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

DA Investigation HB65 (1223):
1. Discussion, consideration, and approval to create one full-time position as follows, effective next full pay period of 12/26/2016 and Calendar Year 2017:

Dept/Program	Slot No.	Proposed Position Title	Proposed Budgeted Salary
080-007	0181	Advocate I	$33,990.00

2. Approval of appropriation of funds.
3. Approval to revise the salary schedule in accordance to Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/9/16

FISCAL YEAR: 2017 **ACCT. #:** 7-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $47,073.78

Attachments

JOB DESCRIPTION
PAR FORM
Fiscal Note
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:43 PM

Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Diana Munoz		Started On: 12/06/2016 04:46 PM
Final Approval Date: 12/09/2016		

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ADVOCATE I

GENERAL DESCRIPTION

Coordinates support services and information to crime victims, and their families in compliance with the Texas Code of Criminal Procedure; Ensures that crime victims and/or their families are afforded the rights granted to victims by the Texas Code of Criminal Procedure. Prepares all needed information required for presentation of the victim's court case. Position requires a high level of confidentiality. Under the supervision of the Hidalgo County Criminal District Attorney's Office: Victims Unit Program Director.

EXAMPLES OF WORK PERFORMED

Prepares victims for interviews with prosecutors and provides court accompaniment

Conducts assessment of victim and family needs and make appropriate referrals for on-site or off-site services to medical, mental health services, and community based victim services

Assists victims in applying for Crime Victims Compensation (CVC) and follows up with the CVC claims and procedures

Assists victims in registering for the VINE system (Victim Information Notification Every Day) in an effort to keep victim informed of the criminal justice process.

Provides crisis intervention and peer counseling as needed

Assists and explains to victims the Court Order Restitution process

Notifies victims of court proceedings and case dispositions as needed to include Indictment Notification and Restitution Hearings

Provides and explains Victims' Rights under Texas Code of Criminal Procedure Chapter 56

Assists victims with submitting Victim Impact Statements

Refer victim for post sentence services with the Texas Department of Criminal Justice

Assists victims with referrals for legal services and legal remedies available

Assists attorneys with case staffing; ensures all cases are assigned as necessary

Duties may require travel to and from different locations inside and outside the county

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in psychology, social work, criminal justice or related field or

Five years experience in a social service agency, preferably dealing with victims of sexual assault, domestic violence, crimes against children, survivors of homicide victims, and other violent crime

Experience and ability to respond in a supportive way to people in crisis situations

Knowledge of domestic violence, sexual assault, and child abuse dynamics

Working knowledge of Texas laws pertaining to domestic violence and sexual assault, Texas Code of Criminal Procedure Chapter 56 & 42, as well as the justice system's response to these crimes

Familiarity with the network of social and legal services, resources and procedures available in Hidalgo County area

Certificates, Licenses, Registrations

Registration, Certification, and Licensure Applicant must have a current valid Texas operator's driver's license

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

Knowledge, Skills, and Abilities

Adequate personal health, social maturity, and emotional stability to fulfill the functions of the position

Ability to maintain full confidentiality about victims and their families

Must follow strict rules regarding the gathering, decimating, and storage sensitive crime victims" documents, reports, and other information

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations

Ability to read, write and speak both English and Spanish

Ability to write generalized report

Excellent interviewing and counseling skills

Ability to plan and organize effectively

Ability to establish and maintain effective working relationships with other county employees and officials, representatives of victim/witness advocacy and assistance groups, court personnel, attorneys and the general public

Ability to effectively present information and respond to questions from groups, supervisors and the general public

Ability to maintain full confidentiality concerning victims and their families

Ability to respond with sensitivity and awareness to victims of crime

Experience preparing summary reports, chronologies, and analyses of medical records

Computer Skills

Must have some personal computer knowledge

Ability to learn new computer software

Must be familiar with MS Windows products

Must have experience with word processing and general knowledge of personal computers

Computer proficiency in Microsoft Word, Excel and Publisher and be familiar with other MS Windows products and related software

Comfortable using newer technologies such as governmental apps and databases

THIS IS A SECURITY SENSITIVE POSITION

Position requires gathering, disseminating and storing sensitive crime victim's documents and offense reports.

BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others

- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 2 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Criminal District Attorney (080-007) DA CCP 59 PR

DATE: 12/1/16

CURRENT POSITION TITLE:

CURRENT SLOT. #: ~~TBD~~ DA 0181

REQUESTED POSITION TITLE: ADVOCATE I
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 33,990.00 (Proposed Budgeted Salary) $ 33,990.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Chapter 59 (1223)

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

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

Position is needed to assist with the caseload and meet the statutory obligations of the District Attorney's Office Victims Assistance Program.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 12/01/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 12/02/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 12/9/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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 13, 2016 Agenda Item: 57668

Summary of request/proposal:
DA CCP59 (1223)-
Approval of the following personnel actions, effective 12/26/16 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Advocate I	0181	113	0.00	33,990.00	33,990.00
				0.00	33,990.00	33,990.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1223-412-00-080-007-0-	113	DA CCP59-	REGULAR FULL TIME	$651.15
6-1223-412-00-080-007-0-	211	DA CCP59-	HEALTH INSURANCE	$118.16
6-1223-412-00-080-007-0-	212	DA CCP59-	LIFE INSURANCE	$0.72
6-1223-412-00-080-007-0-	220	DA CCP59-	FICA	$49.81
6-1223-412-00-080-007-0-	230	DA CCP59-	RETIREMENT	$73.25
6-1223-412-00-080-007-0-	250	DA CCP59-	UNEMPLOYMENT COMP	$3.91
6-1223-412-00-080-007-0-	260	DA CCP59-	WORKER'S COMP	$0.72
			2016 Budgetary Impact	$897.72

Possible Funding Sources: Funds available from within

Comments:

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 13, 2016 Agenda Item: 57668

Summary of request/proposal:
DA CCP59 (1223)-
Approval of the following personnel actions, effective 12/26/16 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Advocate I	0181	113	0.00	33,990.00	33,990.00
				0.00	33,990.00	33,990.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1223-412-00-080-007-0-	113	DA CCP59-	REGULAR FULL TIME	$33,990.00
7-1223-412-00-080-007-0-	211	DA CCP59-	HEALTH INSURANCE	$6,300.00
7-1223-412-00-080-007-0-	212	DA CCP59-	LIFE INSURANCE	$43.56
7-1223-412-00-080-007-0-	220	DA CCP59-	FICA	$2,600.24
7-1223-412-00-080-007-0-	230	DA CCP59-	RETIREMENT	$3,898.65
7-1223-412-00-080-007-0-	250	DA CCP59-	UNEMPLOYMENT COMP	$203.94
7-1223-412-00-080-007-0-	260	DA CCP59-	WORKER'S COMP	$37.39
			2017 Budgetary Impact	$47,073.78

Possible Funding Sources: Pending approval of appropriation

Comments:

DATE: December 9, 2016

2017
Appropriation
AI-57668

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **DA CCP 59**

ACCOUNT NUMBER: 7-1223-412-00-080-007-0-XXX

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
7-1223-412-00-080-007-0-	113	DA CCP59-	Reg F/T Employees	33,990.00
7-1223-412-00-080-007-0-	211	DA CCP59-	Health Insurance	6,300.00
7-1223-412-00-080-007-0-	212	DA CCP59-	Life Insurance	43.56
7-1223-412-00-080-007-0-	220	DA CCP59-	FICA	2,600.24
7-1223-412-00-080-007-0-	230	DA CCP59-	Retirement	3,898.65
7-1223-412-00-080-007-0-	250	DA CCP59-	Unemployment Comp	203.94
7-1223-412-00-080-007-0-	260	DA CCP59-	Worker's Comp	37.39
			TOTAL BUDGET INCREASE (DECREASE)	**47,073.78**

REASON: To fund creation of Advocate I position slot no. 0181 AI-57668 CC 12.13.16. Appropriate funds from Unassigned Fund Balance 6-1223-258-00-000-000-0-000

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-57694 **Human Resources** **10. D.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Elections Department (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to create the following temporary full-time positions, not to exceed six (6) months, effective 01/01/2017 through 06/30/2017:

Dept/ Program	Slot#	Position Title	Proposed Budgeted Salary / Hourly Rate
130-001	T184	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T185	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T186	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T187	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T188	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T189	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T190	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T191	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T192	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr
130-001	T193	Elections Clerk (Temp)	$12,480.00/yr - $12.00/hr

3. Approval of intradepartmental transfer.
4. Approval to revise salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-414-00-130-001-0-123

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

BUDGETARY IMPACT:

Funds available via intradepartmental transfer.

Attachments

transfer
fiscal
temp
mpa
req
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:44 PM
Human Resources	Diana Munoz	12/09/2016 03:05 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Diana Munoz		Started On: 12/07/2016 03:20 PM
Final Approval Date: 12/09/2016		

DATE: December 13, 2016

2017
Transfer

AI-57694

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Elections Dept

ACCOUNT NUMBER: 7-1100-414-00-130-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
123	Election Poll Workers	121	Temp F/T Employees	124,800.00
123	Election Poll Workers	211	Health Insurance	31,500.00
123	Election Poll Workers	212	Life Insurance	217.80
123	Election Poll Workers	220	FICA	9,547.20
123	Election Poll Workers	230	Retirement	14,314.56
123	Election Poll Workers	250	Unemployment Comp	748.80
123	Election Poll Workers	260	Workers Comp	262.08
			TOTAL	$ 181,390.44

REASON:
Transfer needed to fund personnel actions (AI-57694 CC 12/13/16).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

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 13, 2016** **Agenda Item:** **57694**

Summary of request/proposal:
Elections Dept (1100): Approval of the following personnel actions

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Elections Clerk (Temp)	T184	121	0.00	12,480.00	12,480.00
1100	Elections Clerk (Temp)	T185	121	0.00	12,480.00	12,480.00
1100	Elections Clerk (Temp)	T186	121	0.00	12,480.00	12,480.00
1100	Elections Clerk (Temp)	T187	121	0.00	12,480.00	12,480.00
1100	Elections Clerk (Temp)	T188	121	0.00	12,480.00	12,480.00
1100	Elections Clerk (Temp)	T189	121	0.00	12,480.00	12,480.00
1100	Elections Clerk (Temp)	T190	121	0.00	12,480.00	12,480.00
1100	Elections Clerk (Temp)	T191	121	0.00	12,480.00	12,480.00
1100	Elections Clerk (Temp)	T192	121	0.00	12,480.00	12,480.00
1100	Elections Clerk (Temp)	T193	121	0.00	12,480.00	12,480.00
				0.00	124,800.00	124,800.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-414-00-130-001-0-	121	ELECTIONS DEPT-	TEMP F/T EMPLOYEES	$124,800.00
7-1100-414-00-130-001-0-	211	ELECTIONS DEPT-	HEALTH INSURANCE	$31,500.00
7-1100-414-00-130-001-0-	212	ELECTIONS DEPT-	LIFE INSURANCE	$217.80
7-1100-414-00-130-001-0-	220	ELECTIONS DEPT-	FICA	$9,547.20
7-1100-414-00-130-001-0-	230	ELECTIONS DEPT-	RETIREMENT	$14,314.56
7-1100-414-00-130-001-0-	250	ELECTIONS DEPT-	UNEMPLOYMENT COMP	$748.80
7-1100-414-00-130-001-0-	260	ELECTIONS DEPT-	WORKER'S COMP	$262.08
			2017 Budgetary Impact	$181,390.44

Possible Funding Sources: **Intradepartmental Transfer.**

Comments:

HIDALGO COUNTY
Elections Department

Job Title: **Elections Specialist (Temporary)** **FLSA Status:** **Non-Exempt**

Dept. Code: **130-001** **Civil Service Status:** **Exempt**

GENERAL DESCRIPTION SUMMARY:
Will work under the direction of the Elections Administrator and will work closely with the Voter Registrar, Elections Operations, Elections GIS Operations and IT Managers in the performance of the various duties of elections.

EXAMPLES OF WORK PERFORMED:

- Provide assistance to the public either by telephone or in person with elections information as needed;
- Assist Voter Registration Manager in maintaining accurate and up to date voter registration data and files; assist and perform data processing, manual filing and scanning of voter applications and other various forms and perform other duties as necessary;
- Assist Election Operations Manager with various duties including processing mail-in ballots, Ballot Board, and preparation of election supplies, bins, and other duties as necessary;
- Assist the Elections GIS Operations Manager with various duties such as printing maps, researching demographic data and other duties as needed;
- Assist the IT Manager with technology assistance as needed; assist in the Election's Warehouse in regards to voting equipment and election supplies to include transportation, set-up and maintenance of the electronic voting units; and perform other duties as necessary;
- Be knowledgeable and assist in the implementation of the Deputizing Program for public, business and organizations utilized in Voter Registration process;
- Coordinate with elections staff on transportation requirements, supplies, and materials such as tables, chairs, voting equipment, ballot boxes, voting booths and election kits;
- Must be able to work under loud conditions, tolerate pressure and be able to meet statutory deadlines;
- Must be able to come in early, and work nights and weekends as needed;
- Must have good writing and communication skills;
- Must be well organized;
- Must have regular attendance, be detailed oriented, and a self-motivator;
- Must be able to work well with others including contractual entities, department employees, elected officials, the community, and department heads;
- Must be able to perform other duties as may be assigned;
- Must have a valid Texas Driver's license;
- Must have own transportation;
- Must be able to have a flexible schedule;

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree GED;
- Must have a minimum of one year of computer and data entry skills experience;
- Bilingual is preferred.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to read, interpret and accept documents such as public requests;
- Ability to communicate effectively with staff and the public.
- Must have a good driving record;
- May be asked to handle an electric forklift and other equipment such as a shredder;
- May be asked to climb a ladder.

ADDITIONAL DUTIES:

- During elections, must be available to work extended hours and/or weekends when necessary;
- Must be able to work under stressful and demanding conditions;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Regular attendance and punctuality are a must.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier;
- Must submit to a DPS Computerized Criminal History Verification.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is regularly required to walk, sit, use hands to handle or feel objects, tools, equipment, or controls and will reach with hands and arms, climb or balance, stoop and kneel. The employee must occasionally lift and/or move over twenty-five pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- Sitting for extended periods of time;
- Operating assigned equipment such as a motor vehicle, forklift and shredder.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment;
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others;
- Working in a multi-task environment.
- Maintain effective audio-visual discrimination and perception needed for:
- Making observations;
- Reading and writing;
- Operating assigned equipment;
- Communicating with others.
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

COUNTY OF HIDALGO

Human Resources Department

MULTIPLE PERSONNEL ACTION
(ATTACHMENT A)

NOTE: *COMPLETE THIS FORM IN ADDITION TO YOUR PAR FORM, IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DEPARTMENT NAME: _____

DEPARTMENT NO.: _____

Position Information:

Slot No.	Current Position Title	Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: _____ **CURRENT POSITION TITLE:** _____

DEPARTMENT NAME: _____ **CURRENT SLOT NO.:** _____

DEPARTMENT NO.: _____ **REQUESTED POSITION TITLE:** _____

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

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

☐ Salary Adjustment ☐ Other _____

POSITION TYPE:

☐ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114

☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☐ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

_____

_____

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

_____

_____

_____ _____

Department Head Date

_____ _____

Department of Human Resources Date

_____ _____

Department of Budget & Management Date

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
DEC -7 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	12/06/2016	**CURRENT POSITION TITLE:**	Election Clerk (Temp)
DEPARTMENT NAME:	Elections	**CURRENT SLOT NO.:**	M.P.A. attached
DEPARTMENT NO.:	130	**REQUESTED POSITION TITLE:**	Elections Clerk (Temp)

REQUEST FOR: ☑ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other ____

SALARY REQUEST:

$ 0.00	~~$ 12,480.00~~ $ 12,480.00 x 10 ~~$ 124,800.00~~	~~$ 124,800.00~~ 12,480.00 x 10
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds
☐ Salary Adjustment ☐ Other ____

POSITION TYPE:

☐ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☑ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

01/01/2017	06/30/2017	M-F, 8am - 5 pm	40	~~6~~ 6 months
Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary ~~$ 12,480.00~~ $ 12,480.00 x 10 Hourly Rate $ 12.00

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Temporary positions required with the use of new equipment to be purchased, tested and implementation.
Temporary positions will be used in the election schedule for March with City of Hidalgo.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 12/06/2016
Department of Human Resources	Date 12/12/2016
Department of Budget & Management	Date 12/13/2016

HR Form: 032 *6/20/2016*

COUNTY OF HIDALGO
Human Resources Department

MULTIPLE PERSONNEL ACTION
(ATTACHMENT A)

NOTE: COMPLETE THIS FORM IN ADDITION TO YOUR PAR FORM, IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.

DEPARTMENT NAME: Elections

DEPARTMENT NO.: 130-001

Position Information:

Slot No.	Current Position Title	Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
T172		Elections Clerk (Temporary)	$ 0.00	$ 12,480.00
T173		Elections Clerk (Temporary)	$ 0.00	$ 12,480.00
T174		Elections Clerk (Temporary)	$ 0.00	$ 12,480.00
T176		Elections Clerk (Temporary)	$ 0.00	$ 12,480.00
T177		Elections Clerk (Temporary)	$ 0.00	$ 12,480.00
T178		Elections Clerk (Temporary)	$ 0.00	$ 12,480.00
T179		Elections Clerk (Temporary)	$ 0.00	$ 12,480.00
T180		Elections Clerk (Temporary)	$ 0.00	$ 12,480.00
T181		Elections Clerk (Temporary)	$ 0.00	$ 12,480.00
T182		Elections Clerk (Temporary)	$ 0.00	$ 12,480.00

HIDALGO COUNTY ELECTIONS DEPARTMENT

ELECTIONS CLERK (TEMPORARY)

GENERAL DESCRIPTION

Will work under the direction of the Elections Administrator and will work closely with the Voter Registrar, Elections Operations, Elections GIS Operations, and IT Managers in the performance of the various duties of elections.

EXAMPLES OF WORK PERFORMED

Maintain accurate and up to date voter registration data files

Assist public either by telephone or in person, with voter registration application information and elections information as needed

Provide public assistance in responding to telephone calls

Assist public with request information and questions

Knowledge of Deputizing Program for public, business, and organizations utilized in Voter Registration process

Perform manual filing and scanning of voter applications and forms

Assist in data processing

Assist Election Operations Manager with various duties including processing mail-in ballots, Ballot Board, and preparation of election supplies, bins, etc.

Assist the Elections GIS Operations Manager with various duties such as printing maps, researching demographic data and other duties as needed

Assist the IT Department in the Elections Warehouse in regards to voting equipment and election supplies to include transportation, set-up and maintenance of the electronic voting units

Coordinate with Elections staff on transportation requirements, supplies, and materials such as tables, chairs, voting equipment, ballot boxes, voting booths and election kits

Assist with setting up field system laptops

Assist with troubleshooting laptops, voting machines and other equipment

Assist with set up, delivery and maintenance of voting machines

Must have a basic understanding of Microsoft Office Software

Must be able to work under loud conditions, pressure and in meeting deadlines

Must be able to work nights and weekends as needed

Must have good writing and communication skills

Must be well organized

Must have basic filing skills

Must have regular attendance, be detailed oriented, and a self motivator

Ability to work well with others including contractual entities, department employees, elected officials, the community and department heads

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Have a minimun of one (1) year of computer and data entry skills experience

Bilingual (Spanish and English) with ability to converse fluently in both languages

Certificates, Licenses, & Registrations

Must have a current valid Texas motor vehicle operator's License

Must be able to be insured by the County's Insurance carrier;

Knowledge, Skills, and Abilities

Ability to read, interpret, and accept documents such as public requests

Ability to communicate effectively with staff and the public

Must have good driving record

May be asked to handle an electric forklift and other equipment such as a shredder

May be asked to climb a ladder

During elections, must be available to work extended hours and/or weekends when necessary

Must be able to work under stressful and demanding conditions

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

Regular attendance punctuality is a must

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-57714 **Human Resources** **10. E.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office (1100):
1. Discussion, consideration, and approval to create the following temporary full-time positions, not to exceed twelve (12) months, effective 01/01/2017 through 12/31/2017:

Dept/ Program	Slot#	Position Title	Proposed Budgeted Salary/Hourly Rate
280-002	T430	Detention Officer Step I	$32,305.00/yr - $15.53/hr
280-002	T431	Detention Officer Step I	$32,305.00/yr - $15.53/hr
280-002	T432	Detention Officer Step I	$32,305.00/yr - $15.53/hr
280-002	T433	Detention Officer Step I	$32,305.00/yr - $15.53/hr
280-002	T434	Detention Officer Step I	$32,305.00/yr - $15.53/hr
280-002	T435	Detention Officer Step I	$32,305.00/yr - $15.53/hr

2. Approval to utilize current HRMS Detention Officer applicant pool to select qualified applicants to fill the Detention Officer Step I (Temporary) positions.
3. Approval to revise salary schedule in accordance with Commissioners Court action.

BACKGROUND

Temporary positions will be used to replace employees on military leave or extended leave. Temporary employees will be funded with the lapsed salaries of the employees on leave.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-423-21-280-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/09/16.

Attachments

fiscal note - sheriff

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:44 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Diana Munoz		Started On: 12/08/2016 08:45 AM
Final Approval Date: 12/09/2016		

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 13, 2016 Agenda Item: 57714

Summary of request/proposal:
JAIL (1100): Approval of the following personnel actions, effective 01/01/17 through 12/31/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Detention Officer Step I	T430	121	0.00	32,305.00	32,305.00
1100	Detention Officer Step I	T431	121	0.00	32,305.00	32,305.00
1100	Detention Officer Step I	T432	121	0.00	32,305.00	32,305.00
1100	Detention Officer Step I	T433	121	0.00	32,305.00	32,305.00
1100	Detention Officer Step I	T434	121	0.00	32,305.00	32,305.00
1100	Detention Officer Step I	T435	121	0.00	32,305.00	32,305.00
				0.00	193,830.00	193,830.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-423-21-280-002-0-	121	JAIL-	REG F/T EMPLOYEES	$193,830.00
7-1100-423-21-280-002-0-	211	JAIL-	HEALTH INSURANCE	$37,800.00
7-1100-423-21-280-002-0-	212	JAIL-	LIFE INSURANCE	$225.36
7-1100-423-21-280-002-0-	220	JAIL-	FICA	$14,828.00
7-1100-423-21-280-002-0-	230	JAIL-	RETIREMENT	$22,232.30
7-1100-423-21-280-002-0-	250	JAIL-	UNEMPLOYMENT COMP	$1,162.98
7-1100-423-21-280-002-0-	260	JAIL-	WORKER'S COMP	$6,047.50
			2017 Budgetary Impact	$276,126.14

Possible Funding Sources: Funds available within dept. budget; temp. positions will be used to replace employees on military or extended leave. Positions will be funded with lapsed salaries.

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 22 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 – 002 (Jail) **DATE:** 11-21-2016

CURRENT POSITION TITLE: ~~DETENTION OFFICER STEP I~~ **CURRENT SLOT. #:** T430, T431, T432 T433, T434, T435

REQUESTED POSITION TITLE: Detention officer Step I
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~32,305~~.00 X 6 (Current Budgeted Salary) $ (32,305.00 X4 =) $193,830.00 (Proposed Budgeted Salary) $ 32,305.00X6 = $193,830.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other Funds from a full time employees in long term Military Leave, W/C, FMLA etc.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ $15.53 P/hr.

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 15.53 X 2080 = $32,305.00 P/yr.
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

12-01-2014	12-31-2017	M-F	40	12 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Funds from full time employees in long term Military Leave, W/C, FMLA, etc.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/21/16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/12/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/13/2016 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY SHERIFF'S OFFICE

DETENTION OFFICER

GENERAL DESCRIPTION

Provides corrections services involving the health, safety and security of inmates and the public in a County corrections facility or program. Monitors prisoners' activities and maintains necessary records.

EXAMPLES OF WORK PERFORMED

May book, classify, transfer, transport and/or release inmates with attention to the health, safety and security of other officers, inmates and the public

Conducts inspections, shakedowns and inmate searches. Does physical check of inmates and the public

Completes, checks and processes official papers and documents

Conducts safety inspections and inspections of fire exists and equipment

Provides informal counseling to inmates

Assists medical staff with distribution of medications to inmates

Intervenes and resolves crisis situations such as fights and medical emergencies

Conducts head counts of inmates

Conducts and inventories all keys and equipment from previous shift

Serves or supervises the serving of meals to inmates

Supervises work performed by inmates

Assists with personal needs of inmates, such as telephone calls, mail, laundry, visits and commissary

Monitors and assists visitors and may maintain visitors' list

Keeps records of incidents and activities during shift

May be assigned to conduct recreational programs for inmates

May be assigned to train new officers in procedural aspects of the job

May be assigned to transportation and court security duties, including transportation of inmates to other local, state and federal penal institutions

May confiscate, inventory and store property from new inmates and release property to outgoing prisoners

May respond to inmate request forms

May be involved in organizing church services, GED classes, substance abuse classes and fire drills

Handles and cares for dogs involved in narcotics investigation

Regular attendance

Get along with others

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses, & Registration

Applicant must, at the time of appointment to the position, meet the minimum age requirement for Basic Certification as a Jailer from the Texas Commission of Law Enforcement Officers Standards and Education

Applicant must, within one (1) year of appointment to the position, obtain and thereafter maintain a Basic Certification as a Jailer from the Texas Commission of Law Enforcement Standards and Education

Must have a current valid Texas motor vehicle operator's license

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

Knowledge, Skills, and Abilities

Knowledge of laws, departmental policies, rules, regulations, instructions and correctional literature regarding the custody of persons

Ability to understand and follow oral instructions

Ability to write clear and concise reports and to maintain complete records as required

Ability to meet established physical standards

Ability to establish and maintain effective working relationships with other County employees and officials, inmates and the public

Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department

Basic Mathematic Skills:

Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Language Skills:

Ability to speak read and write in the English language

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of people and organizations

Ability to also speak and write in Spanish preferred

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is frequently required to stand, walk and talk or hear. The employee is occasionally required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climbs stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to 10 pounds, occasionally lift and/or move up to 25 pounds and, in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of the inmates.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee frequently works near moving mechanical parts such as doors and gates throughout the jail. The employee is occasionally exposed to fumes or airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment which the employee encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

The noise level in the work environment ranges from moderate to loud. It is dependent on the activities and/or demeanor of the inmates.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-57725 **Human Resources** **10. F.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

CCL#8 (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to create one (1) Regular Full Time Clerk I position, Slot 0008 at $24,960.00 proposed budgeted salary, effective upon Commissioners' court approval and Calendar Year 2017.
3. Approval to waive posting and hiring procedures and assign employee #212300 to Slot No. 0008, Clerk I position effective, January 01, 2017.
4. Approval to revise salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-412-00-028-001-0-XXX

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

BUDGETARY IMPACT:

2017-Funds Undetermined
2016 Funds available from within; see salary analysis.

Attachments

2016 fiscal
2017 fiscal
cc8 salary analysis
par

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:45 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Diana Munoz		Started On: 12/08/2016 01:56 PM
Final Approval Date: 12/09/2016		

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 13, 2016 Agenda Item: 57725

Summary of request/proposal:
CCL#8 (1100): Approval of the following personnel actions, effective 12/13/16 and Calendar Year 2017:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Clerk I	0008	113	0.00	24,960.00	24,960.00
				0.00	24,960.00	24,960.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-028-001-0-	113	CCL#8-	REG F/T EMPLOYEES	$1,338.85
6-1100-412-00-028-001-0-	211	CCL#8-	HEALTH INSURANCE	$330.85
6-1100-412-00-028-001-0-	212	CCL#8-	LIFE INSURANCE	$2.01
6-1100-412-00-028-001-0-	220	CCL#8-	FICA	$102.42
6-1100-412-00-028-001-0-	230	CCL#8-	RETIREMENT	$150.62
6-1100-412-00-028-001-0-	250	CCL#8-	UNEMPLOYMENT COMP	$8.03
6-1100-412-00-028-001-0-	260	CCL#8-	WORKER'S COMP	$2.81
			2016 Budgetary Impact	$1,935.59

Possible Funding Sources: Available in department's budget

Comments:

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 13, 2016 Agenda Item: 57725

Summary of request/proposal:
CCL#8 (1100): Approval of the following personnel actions

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Clerk I	0008	113	0.00	24,960.00	24,960.00
				0.00	24,960.00	24,960.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-028-001-0-	113	CCL#8-	REG F/T EMPLOYEES	$24,960.00
7-1100-412-00-028-001-0-	211	CCL#8-	HEALTH INSURANCE	$6,300.00
7-1100-412-00-028-001-0-	212	CCL#8-	LIFE INSURANCE	$43.56
7-1100-412-00-028-001-0-	220	CCL#8-	FICA	$1,909.44
7-1100-412-00-028-001-0-	230	CCL#8-	RETIREMENT	$2,862.91
7-1100-412-00-028-001-0-	250	CCL#8-	UNEMPLOYMENT COMP	$149.76
7-1100-412-00-028-001-0-	260	CCL#8-	WORKER'S COMP	$52.42
			2017 Budgetary Impact	$36,278.09

Possible Funding Sources: Undetermined

Comments:

CCL#8

Salaries Analysis Worksheet

as of 12/12/2016

Acct No: 6-1100-412-00-028-001-0

BUDGETED EXPENDITURES							
Object Code	Acct. Description	2016 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Alio Available Balance	Availability
113	Reg F/T Employees	$241,946.00	$9,305.62	2.5	$23,264.04	$37,110.45	$13,846.41
211	Health	$37,008.00	$1,542.00	1.0	$1,542.00	$6,408.50	$4,866.50
212	Life	$225.36	$18.78	1.0	$18.78	$44.02	$25.24
220	FICA	$32,527.19	$1,251.05	2.5	$3,127.61	$1,431.79	($1,695.82)
230	Retirement	$47,834.10	$1,839.77	2.5	$4,599.43	$7,751.37	$3,151.94
250	Unemployment	$1,532.89	$58.96	2.5	$147.39	$564.31	$416.92
260	Workers Comp	$2,438.00	$93.77	2.5	$234.42	$499.81	$265.39
TOTAL		**$363,511.54**	**$14,109.94**	**-**	**$32,933.68**	**$53,810.25**	**$20,876.57**

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
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **County Court # 8** (028-001) DATE: **12.9.2016**

CURRENT POSITION TITLE: CURRENT SLOT #: **0008** (Proposed)

REQUESTED POSITION TITLE: **Clerk 1**

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 24,960.00	$ 24,960.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: FLSA:

Exempt [X] Exempt [ ]

Non-Exempt [ ] Non-Exempt [X]

N/A [ ]

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

Court is in need of a full time Clerk

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12.9.2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
2.	HUMAN RESOURCES DIRECTOR	12/12/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/13/2016 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY, COUNTY COURT AT LAW #8

CLERK I

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations

Graduation from a high school or equivalent (GED)

Experience and education may be substituted for one another

Certificates, Licenses, Registrations

Must have a current valid Texas motor vehicle operator's license

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

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-57727 **Human Resources** **10. G.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Human Services (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions, effective next full pay period 12/26/2016 and Calendar Year 2017:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete / Remove Longevity	240-001	0027	Eligibility Specialist I	$24,810.00	$0.00
				$420.00	$0.00
Delete	240-001	0032	Eligibility Specialist I	$24,810.00	$0.00
Create	240-001	0039	Eligibility Specialist II	$0.00	$28,940.00

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/09/16; cost savings.

Attachments

Fiscal Note
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:45 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Diana Munoz		Started On: 12/08/2016 02:09 PM

Final Approval Date: 12/09/2016

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 13, 2016 Agenda Item: 57727

Summary of request/proposal:
Human Services (1100): Approval of the following personnel actions, effective 12/26/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Eligibility Specialist I	0027	113	24,810.00	0.00	(24,810.00)
1100	Eligibility Specialist I	0027	115	420.00	0.00	(420.00)
1100	Eligibility Specialist I	0032	113	24,810.00	0.00	(24,810.00)
1100	Eligibility Specialist II	0039	113	0.00	28,940.00	28,940.00
				50,040.00	28,940.00	(21,100.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-444-00-240-001-0-	113	HUMAN SERVICES-	REG F/T EMPLOYEES	($475.29)
6-1100-444-00-240-001-0-	115	HUMAN SERVICES-	LONGEVITY PAY	($8.04)
6-1100-444-00-240-001-0-	211	HUMAN SERVICES-	HEALTH INSURANCE	($118.16)
6-1100-444-00-240-001-0-	212	HUMAN SERVICES-	LIFE INSURANCE	($0.72)
6-1100-444-00-240-001-0-	220	HUMAN SERVICES-	FICA	($30.92)
6-1100-444-00-240-001-0-	230	HUMAN SERVICES-	RETIREMENT	($45.47)
6-1100-444-00-240-001-0-	250	HUMAN SERVICES-	UNEMPLOYMENT COMP	($2.43)
6-1100-444-00-240-001-0-	260	HUMAN SERVICES-	WORKER'S COMP	($3.80)
			2016 Budgetary Impact	($684.83)

2017 Budgetary Impact ($21,279.41)

Possible Funding Sources: COST SAVINGS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HUMAN SERVICES (240.001) **DATE:** 9-26-16

CURRENT POSITION TITLE: ELIGIBILITY SPECIALIST I **CURRENT SLOT. #:** 0027

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount: $ 24,810.00 ~~420.00~~ OT (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ -24,810.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other DELETE

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

TO MEET THE CHANGING DEMAND OF THE DEPARTMENT. MY DEPARTMENT REQUIRES CROSS-TRAINING IN THE ELIGIBILITY DIVISION

I AM REQUESTING TO CREATE AN ELIGIBILITY II POSITION WHICH REQUIRES ADDITIONAL RESPONSIBILITIES THAN AN ELIGIBILITY I.

THEREFORE I AM REQUESTING TO DELETE SLOT 240-001-0027 AND TO CREATE SLOT 240-001-0039 ELIGIBILITY SPECIALIST II.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HUMAN SERVICES **DATE:** 9-26-16

CURRENT POSITION TITLE: ELIGIBILITY SPECIALIST I **CURRENT SLOT. #:** 0027

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE LONGEVITY PAY

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

POSITION SALARY REQUEST:

Salary Amount: $ 420.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ -420.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other DELETE

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

TO MEET THE CHANGING DEMAND OF THE DEPARTMENT. MY DEPARTMENT REQUIRES CROSS-TRAINING IN THE ELIGIBILITY DIVISION

I AM REQUESTING TO CREATE AN ELIGIBILITY II POSITION WHICH REQUIRES ADDITIONAL RESPONSIBILITIES THAN AN ELIGIBILITY I.

THEREFORE I AM REQUESTING TO DELETE SLOT 240-001-0027 AND TO CREATE SLOT 240-001-0039 ELIGIBILITY SPECIALIST II.

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

NA

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

WE ARE RESTRUCTURING THE DEPARTMENT SO THAT WE CAN HAVE ALL ELIGIBILITY STAFF CROSS TRAINED IN ALL ASPECTS ELIGIBILITY DIVISION. I AM REQUESTING TO CREATE AN ELIGIBILITY SPECIALIST II (SLOT 240-0039) WHICH REQUIRES MORE DUTIES AND RESPONSIBILITIES THAN AN ELIGIBILITY I.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DAIREN SARMIENTO DEPARTMENT HEAD	9-26-16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/12/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/13/2016 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HUMAN SERVICES (240-001) **DATE:** 9-26-16

CURRENT POSITION TITLE: ~~ELIGIBILITY SPECIALIST~~ II **CURRENT SLOT. #:** 0039

REQUESTED POSITION TITLE: Eligibility Specialist II 0039
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☑ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 28,940.00 (Proposed Budgeted Salary) $ 28,940.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

TO MEET THE CHANGING DEMAND OF THE DEPARTMENT. MY DEPARTMENT REQUIRES CROSS TRAINING IN THE ELIGIBILITY DIVISION.

I AM REQUESTING TO CREATE AN ELIGIBILITY SPECIALIST II POSITION WHICH REQUIRES ADDITIONAL RESPONSIBILITIES THAN AN

ELIGIBILITY SPECIALIST I.

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

NA

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

WE ARE RESTRUCTURING THE DEPARTMENT SO THAT WE CAN HAVE ALL ELIGIBILITY STAFF CROSS TRAINED IN ALL ASPECTS ELIGIBILITY DIVISION. I AM REQUESTING TO CREATE AN ELIGIBILITY SPECIALIST II (SLOT 240-0039) WHICH REQUIRES MORE DUTIES AND RESPONSIBILITIES THAN AN ELIGIBILITY I.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Dairen Sarmiento

1.	DAIREN SARMIENTO DEPARTMENT HEAD	9-26-16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/12/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/13/2016 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HUMAN SERVICES (240-001) **DATE:** 12-8-16

CURRENT POSITION TITLE: ELIGIBILITY SPECIALIST I **CURRENT SLOT. #:** 0032

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount: $ 24,810.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ -24,810.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other DELETE

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

TO MEET THE CHANGING DEMAND OF THE DEPARTMENT. MY DEPARTMENT REQUIRES CROSS-TRAINING IN THE ELIGIBILITY DIVISION.

I AM REQUESTING TO CREATE AN ELIGIBLITY II POSITION WHICH REQUIRES ADDITIONAL RESPONSIBILITIES THAN AN ELIGIBILITY SPEC I.

THEREFORE I AM REQUESTING TO DELETE SLOT 240-0032 AND TO CREAST SLOT 240-001-0039 ELIGIBILITY SPECIALIST II.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

WE ARE RESTRUCTURING THE DEPARTMENT SO THAT WE CAN HAVE ALL ELIGIBILITY STAFF CROSS TRAINED IN ALL ASPECTS OF THE ELIGIBILITY DIVISION. I AM REQUESTING TO CREATE AN ELIGIBILITY SPECIALIST II (SLOT 240-0039) WHICH REQUIRES MORE DUTIES AND RESPONSIBILITIES THAN AN ELIGIBILITY I.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12-8-16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/12/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2016 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY HEALTH & HUMAN SERVICES

ELIGIBILITY SPECIALIST II

GENERAL DESCRIPTION

Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

EXAMPLES OF WORK PERFORMED

Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames

Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands

Prepare various reports and correspondence

Be available to answer questions and provide information to the general public and assist in identifying resources

Attend and participate in staff meetings and workshops

Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs

Properly prepare and complete necessary program forms and documents

Maintain and update participant computer and hard copy case files

Assist in clerical work as needed

Studies and analyzes operations and problems, and prepares reports of findings and recommendations

Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

Ability to work well with others

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years experience with Indigent Health Care, Medicaid Program, or related social programs

Graduation from a high school or equivalent (GED)

Associate degree or vocational training

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area

Knowledge of public administration and management techniques; of statistical analysis processes; and of program planning and implementation

Ability to gather, assemble, correlate, and analyze facts

Ability to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-57583 **Human Resources** **10. H.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Pct. 2 Road Maintenance (1200)/Facilities Management (1100):
1. Discussion, consideration and approval to create one full-time position as follows, effective upon Commissioners' Court approval and Calendar Year 2017:

Dept/Program	Slot No.	Proposed Position Title	Proposed Budgeted Salary
122-006	0099	Custodian II	$24,960.00

2. Approval to waive the posting, hiring and enrollment procedures and transfer employee #173193 from Custodian II position (220-001-0046) to Custodian II position (122-006-0099); pursuant to Section 3.16 of the Civil Service Commission Rules.
3. Approval of intradepartmental transfer.
4. Approval to revise the salary schedules in accordance to Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-122-006-0-890

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

BUDGETARY IMPACT:

Funds available via intradepartmental transfer for Calendar Year 2016 & 2017.

Attachments

JOB DESCRIPTION
2017 Transfer
2016 transfer
2016 fiscal
2017 fiscal
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 03:00 PM
Human Resources	Diana Munoz	12/06/2016 04:04 PM
Budget & Management	Veronica Ortiz	12/06/2016 04:16 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Diana Munoz Started On: 12/02/2016 09:13 AM

Final Approval Date: 12/09/2016

HIDALGO COUNTY PRECINCT #2

CUSTODIAN II

GENERAL DESCRIPTION

Performs moderately complex (journey-level) custodial work; Work involves cleaning and caring for county buildings and premises; maintaining custodial equipment; requesting supplies; and participating in performing minor building and equipment repairs and installations; May train others; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs custodial functions such as sweeping, mopping, dusting, spray waxing, and floor stripping

Performs rest room maintenance, replenishing supplies and applying cleaning chemicals as appropriate

Performs carpet maintenance

Cleans office furniture, walls, windows, and floors; and empties trash

Inspects buildings for cleanliness, completed work, and needed repairs

Coordinates operating adjustments and minor building repairs

Maintains inventory records of building property and equipment; and requisitions, receives, and maintains records of custodial equipment, materials, and supplies

May perform or oversee the performance of minor maintenance and repair work on custodial equipment

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in custodial work

Graduation from high school or equivalent (GED)

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of cleaning techniques and procedures and of inventory control principles and methods

Skill in the use of custodial materials and chemicals; in the operation of custodial Equipment and in the use of building maintenance tools and equipment

Ability to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DATE: December 13, 2016

2017
Transfer

AI-57583

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 2 Rd Maintenance

ACCOUNT NUMBER: 7-1200-431-00-122-006-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	113	Reg F/T Employees	24,960.00
890	Other	211	Health Insurance	6,300.00
890	Other	212	Life Insurance	43.56
890	Other	220	FICA	1,909.44
890	Other	230	Retirement	2,862.91
890	Other	250	Unemployment Comp	149.76
890	Other	260	Workers Comp	955.97
			TOTAL	$ 37,181.64

REASON:
Transfer needed to fund personnel action (AI-57583 CC 12/13/16).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 13, 2016

2016
Transfer

AI-57583

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 2 Rd Maintenance

ACCOUNT NUMBER: 6-1200-431-00-122-006-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	113	Reg F/T Employees	1,338.85
890	Other	211	Health Insurance	330.85
890	Other	212	Life Insurance	2.01
890	Other	220	FICA	102.42
890	Other	230	Retirement	150.62
890	Other	250	Unemployment Comp	8.03
890	Other	260	Workers Comp	51.28
			TOTAL	$ 1,984.06

REASON:
Transfer needed to fund personnel action (AI-57583 CC 12/13/16).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

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 13, 2016 Agenda Item: 57583

Summary of request/proposal:
Pct 2 Rd Maintenance (1200): Approval of the following personnel actions, effective 12/13/16 and Calendar Year 2017:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Custodian II	0099	113	0.00	24,960.00	24,960.00
				0.00	24,960.00	24,960.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-122-006-0-	113	PCT 2 RD MAINTENANCE-	REG F/T EMPLOYEES	$1,338.85
6-1200-431-00-122-006-0-	211	PCT 2 RD MAINTENANCE-	HEALTH INSURANCE	$330.85
6-1200-431-00-122-006-0-	212	PCT 2 RD MAINTENANCE-	LIFE INSURANCE	$2.01
6-1200-431-00-122-006-0-	220	PCT 2 RD MAINTENANCE-	FICA	$102.42
6-1200-431-00-122-006-0-	230	PCT 2 RD MAINTENANCE-	RETIREMENT	$150.62
6-1200-431-00-122-006-0-	250	PCT 2 RD MAINTENANCE-	UNEMPLOYMENT COMP	$8.03
6-1200-431-00-122-006-0-	260	PCT 2 RD MAINTENANCE-	WORKER'S COMP	$51.28
			2016 Budgetary Impact	$1,984.06

Possible Funding Sources: Intradepartmental Transfer.

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 13, 2016 Agenda Item: 57583

Summary of request/proposal:
Pct 2 Rd Maintenance (1200): Approval of the following personnel actions

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Custodian II	0099	113	0.00	24,960.00	24,960.00
				0.00	24,960.00	24,960.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-122-006-0-	113	PCT 2 RD MAINTENANCE-	REG F/T EMPLOYEES	$24,960.00
7-1200-431-00-122-006-0-	211	PCT 2 RD MAINTENANCE-	HEALTH INSURANCE	$6,300.00
7-1200-431-00-122-006-0-	212	PCT 2 RD MAINTENANCE-	LIFE INSURANCE	$43.56
7-1200-431-00-122-006-0-	220	PCT 2 RD MAINTENANCE-	FICA	$1,909.44
7-1200-431-00-122-006-0-	230	PCT 2 RD MAINTENANCE-	RETIREMENT	$2,862.91
7-1200-431-00-122-006-0-	250	PCT 2 RD MAINTENANCE-	UNEMPLOYMENT COMP	$149.76
7-1200-431-00-122-006-0-	260	PCT 2 RD MAINTENANCE-	WORKER'S COMP	$955.97
			2017 Budgetary Impact	$37,181.64

Possible Funding Sources: Intradepartmental Transfer.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 2 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct 2 Rd Maint / 122-006 **DATE:** 12/6/2016

CURRENT POSITION TITLE: **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: Custodian II - Slot#0099 OT
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ ~~23,775.00~~ $24,960.00 OT (Proposed Budgeted Salary) $ ~~23,775.00~~ 24,960.00 OT (Net Change)

Position to be funded from one of the following:

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

☑ Other To be funded from 6-1200-431-00-122-006-0-890

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Precinct 2 Re-organization Plan.

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

N/A

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 12/02/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 12/3/2014	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY PRECINCT #2

CUSTODIAN II

GENERAL DESCRIPTION

Performs moderately complex (journey-level) custodial work; Work involves cleaning and caring for county buildings and premises; maintaining custodial equipment; requesting supplies; and participating in performing minor building and equipment repairs and installations; May train others; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs custodial functions such as sweeping, mopping, dusting, spray waxing, and floor stripping

Performs rest room maintenance, replenishing supplies and applying cleaning chemicals as appropriate

Performs carpet maintenance

Cleans office furniture, walls, windows, and floors; and empties trash

Inspects buildings for cleanliness, completed work, and needed repairs

Coordinates operating adjustments and minor building repairs

Maintains inventory records of building property and equipment; and requisitions, receives, and maintains records of custodial equipment, materials, and supplies

May perform or oversee the performance of minor maintenance and repair work on custodial equipment

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in custodial work

Graduation from high school or equivalent (GED)

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of cleaning techniques and procedures and of inventory control principles and methods

Skill in the use of custodial materials and chemicals; in the operation of custodial Equipment and in the use of building maintenance tools and equipment

Ability to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-57743 **Human Resources** **10. I.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

206TH DC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 12/26/16 and Calendar Year 2017:

Action	Department	Slot#	Position Title	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance
Interpreter Pay (remove)	004-001	0003	Assistant Court Coordinator	$4,500.00	0.00
Salary Adjustment/ Increase	004-001	0004	Bailiff	$45,169.00	$50,169.00
Interpreter Pay (add)				$0.00	$6,000.00

3. Approval of transfer.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-412-00-004-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/9/16

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-412-00-004-001-0-XXX

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

BUDGETARY IMPACT:

Funds available pending intradepartmental transfer

Attachments

2016 fiscal
2017 fiscal
transfer

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:46 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Diana Munoz		Started On: 12/08/2016 04:31 PM
Final Approval Date: 12/09/2016		

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 13, 2016 Agenda Item: 57743

Summary of request/proposal:
206th DC (1100)-
Approval of the following personnel actions, effective 12/26/16 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Assistant Court Coordinator	0003	116	4,500.00	0.00	(4,500.00)
1100	Bailiff	0004	113	45,169.00	50,169.00	5,000.00
1100	Bailiff	0004	116	0.00	6,000.00	6,000.00
				49,669.00	56,169.00	6,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-004-001-0-	113	206TH DC-	REGULAR FULL TIME	$95.79
6-1100-412-00-004-001-0-	116	206TH DC-	INTERPRETER PAY	$28.74
6-1100-412-00-004-001-0-	211	206TH DC-	HEALTH INSURANCE	$0.00
6-1100-412-00-004-001-0-	212	206TH DC-	LIFE INSURANCE	$0.00
6-1100-412-00-004-001-0-	220	206TH DC-	FICA	$9.53
6-1100-412-00-004-001-0-	230	206TH DC-	RETIREMENT	$14.01
6-1100-412-00-004-001-0-	250	206TH DC-	UNEMPLOYMENT COMP	$0.75
6-1100-412-00-004-001-0-	260	206TH DC-	WORKER'S COMP	$3.89
			2016 Budgetary Impact	$152.71

Possible Funding Sources: Funds available from within

Comments:

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 13, 2016 Agenda Item: 57743

Summary of request/proposal:
206th DC (1100)-
Approval of the following personnel actions :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Assistant Court Coordinator	0003	116	4,500.00	0.00	(4,500.00)
1100	Bailiff	0004	113	45,169.00	50,169.00	5,000.00
1100	Bailiff	0004	116	0.00	6,000.00	6,000.00
				49,669.00	56,169.00	6,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-004-001-0-	113	206TH DC-	REGULAR FULL TIME	$5,000.00
7-1100-412-00-004-001-0-	116	206TH DC-	INTERPRETER PAY	$1,500.00
7-1100-412-00-004-001-0-	211	206TH DC-	HEALTH INSURANCE	$0.00
7-1100-412-00-004-001-0-	212	206TH DC-	LIFE INSURANCE	$0.00
7-1100-412-00-004-001-0-	220	206TH DC-	FICA	$382.50
7-1100-412-00-004-001-0-	230	206TH DC-	RETIREMENT	$573.50
7-1100-412-00-004-001-0-	250	206TH DC-	UNEMPLOYMENT COMP	$30.00
7-1100-412-00-004-001-0-	260	206TH DC-	WORKER'S COMP	$156.00
			2017 Budgetary Impact	$7,642.00

Possible Funding Sources: Intradepartmental Transfer; Interpreter Pay (object code 116) has sufficient funds - 2017 Adopted Budget = $6,000.00.

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: December 13, 2016

2017
Transfer

AI-57743

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 206th DC

ACCOUNT NUMBER: 7-1100-412-00-004-001-0-XXX

Contact Person: Patricia Ramos **Ph#:** (956) 292-7025 Ext. 5416

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	113	Reg F/T Employees	5,000.00
890	Other	220	FICA	382.50
890	Other	230	Retirement	573.50
890	Other	250	Unemployment Comp	30.00
890	Other	260	Workers Comp	156.00
			TOTAL	$ 6,142.00

REASON:
Transfer needed to fund personnel action (AI-57743 CC 12/13/16).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.

DATE: 12/09/2016

DEPARTMENT NAME: 206th District Court

DEPARTMENT NO.: 004-001

CURRENT POSITION TITLE: ~~Asst.~~ Assistant Court Coordinator

CURRENT SLOT NO.: 003

REQUESTED POSITION TITLE: ~~Asst.~~ Assistant Court Coordinator

AR

ALLOWANCE REQUEST: *Type of Allowance*

- ☐ Longevity
- ☑ Interpreter
- ☐ Clothing
- ☐ Supplemental
- ☐ Auto

Allowance Amount:	$ 4,500.00	$ 0.00	– $ 0.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: – $ 0.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☐ Current Department Budget
- ☐ Annual Budget Cycle
- ☐ Will Require Additional Funds
- ☐ Salary Adjustment
- ☐ Other

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Part Time Regular Object Code 114
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☑ Exempt
- ☐ Non-Exempt

FLSA:

- ☑ ~~Exempt~~ Non-Exempt
- ☐ ~~Non-~~ Exempt

JUSTIFICATION/PRIORITY: ***(Explain why this allowance request is essential)***

interpreter pay to be added to slot #004

COMMENTS: ***(Any comments you wish to make regarding this request, attach additional pages if needed)***

Department Head	Date 12/9/2016
Department of Human Resources	Date 12/12/2016
Department of Budget & Management	Date 12/13/2016

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.

DATE:	12/08/2016	**CURRENT POSITION TITLE:**	Bailiff
DEPARTMENT NAME:	206th District Court	**CURRENT SLOT NO.:**	004
DEPARTMENT NO.:	004-001	**REQUESTED POSITION TITLE:**	Bailiff

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other dgeted Salary Adjustm

SALARY REQUEST:	$ 45,169.00	$ 50,169.00	$ 5,000.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other 2017 Operating Budget

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: (*Explain why position or adjustment request is essential*)

based on employee's experience and certifications

* **POSITION RECLASSIFICATION COMMENTS: (*Attach completed Reclassification Analysis Form and additional pages if needed*)**

Department Head — Date: 12/08/2016

Department of Human Resources — Date: 12/12/2016

Department of Budget & Management — Date: 12/13/2016

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.

DATE:	12/08/2016	**CURRENT POSITION TITLE:**	Bailiff
DEPARTMENT NAME:	206th District Court	**CURRENT SLOT NO.:**	004
DEPARTMENT NO.:	004-001	**REQUESTED POSITION TITLE:**	Bailiff

ALLOWANCE REQUEST: ***Type of Allowance***

- ☐ Longevity
- ☑ Interpreter
- ☐ Clothing
- ☐ Supplemental
- ☐ Auto

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
Allowance Amount:	~~$ 1,500.00~~ 0 PR	$ 6,000.00	~~$ 4,500.00~~ $ 6,000.00 ✓ PR

TOTAL BUDGETARY IMPACT: ~~$ 4,500.00~~ $ 6,000.00 ✓ PR

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☐ Current Department Budget
- ☑ Annual Budget Cycle
- ☐ Will Require Additional Funds
- ☐ Salary Adjustment
- ☐ Other _____

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Part Time Regular Object Code 114
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☑ Exempt
- ☐ Non-Exempt

FLSA:

- ☐ Exempt
- ☑ Non- Exempt

JUSTIFICATION/PRIORITY: ***(Explain why this allowance request is essential)***

in addtion to bailiff duties, employee . will be responsible for interpreter duties

COMMENTS: ***(Any comments you wish to make regarding this request, attach additional pages if needed)***

Department Head	Date 12/8/2016
Department of Human Resources	Date 12/12/2016
Department of Budget & Management	Date 12/13/2016

AI-57735 **HIDTA - Task Force** **11. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA Chapter 59 Asset Forfeiture (1251)/HIDTA TASK FORCE (1291)/HIDTA US Treasury Asset Forfeiture (1252)/HIDTA US Justice (1254):
1. Approval of 2017 HIDTA Chapter 59 Asset Forfeiture Budget (1251).
2. Approval of personnel actions as listed on exhibit "A", effective 01/01/2017.
3. Approval of revised salary schedules.
4. Approval of 2017 HIDTA US Treasury Asset Forfeiture Funds Budget (1252).
5. Approval of 2017 HIDTA US Justice Asset Forfeiture Funds Budget.
6. Authorization and approval for the Hidalgo County Criminal District Attorney's Office HIDTA Task agents to be paid instead of banking extra-duty hours from January 1, 2017 - December 31, 2017

BACKGROUND

The Hidalgo County Personnel Policy Manual states that "Upon approval of the Governing Authority, wages for extra hours or overtime hours may be paid in cash and included in the employee's pay check for the work period in which the extra hours or overtime hours occurred or in the pay check following such work period".

Fiscal Impact

Attachments

budget
OVERTIME
BUDGET
CH 59
PARS
A

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	12/09/2016 08:36 AM
Human Resources	Diana Munoz	12/09/2016 03:29 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Nelda Olivarez Started On: 12/08/2016 04:10 PM

Final Approval Date: 12/09/2016

DATE: December 6, 2016

DEPARTMENT HEAD: Ricardo Roddriugez, Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1254-412-00-270-014-0-XXX (**US Dept of Justice Funds**)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
7-1254-412-00-270-014-0	131	Overtime	$	120,000.00
7-1254-412-00-270-014-0	220	FICA		9,180.00
7-1254-412-00-270-014-0	230	Retirement		13,764.00
7-1254-412-00-270-014-0	250	Unemployment Compensation		720.00
7-1254-412-00-270-014-0	260	Workers' Compensation		3,744.00
7-1254-412-00-270-014-0	340	Technical Srv		5,000.00
7-1254-412-00-270-014-0	780	Capital Leases		2,000.00
		TOTAL APPROPRIATIONS	$	154,408.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF JUSTICE ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE December 6, 2016
DEPARTMENT HIDTA TASK FORCE
ACCOUNT **1254-412-00-270-014-0-xxx (US JUSTICE)**

SLOT NUMBER	POSITION	2016 BUDGETED OVERTIME	FRINGES BENEFIT COMPENSATION RATES			
			FICA 7.65%	Retirement 11.47%	Unemployment 0.60%	Worker's Comp 3.12%
G003	Criminal Investigator I	12,000.00	918.00	1,376.40	72.00	374.40
G004	Criminal Investigator II	12,000.00	918.00	1,376.40	72.00	374.40
G006	Criminal Investigator II	12,000.00	918.00	1,376.40	72.00	374.40
G013	Criminal Investigator II	12,000.00	918.00	1,376.40	72.00	374.40
G014	Criminal Investigator III	12,000.00	918.00	1,376.40	72.00	374.40
027	Criminal Investigator II	12,000.00	918.00	1,376.40	72.00	374.40
028	Criminal Investigator II	12,000.00	918.00	1,376.40	72.00	374.40
	Deputy Constable	12,000.00	918.00	1,376.40	72.00	374.40
	Deputy Constable	12,000.00	918.00	1,376.40	72.00	374.40
	Sheriff's Office	12,000.00	918.00	1,376.40	72.00	374.40
	TOTAL	**$ 120,000.00**	**$ 9,180.00**	**$ 13,764.00**	**$ 720.00**	**$ 3,744.00**

DATE: December 13, 2016

DEPARTMENT HEAD: Ricardo Rodriugez, Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1252-412-00-270-012-0-XXX (**US Dept of Treasury Funds**)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
7-1252-412-00-270-012-0-	336	Computer Services	13,000.00
7-1252-412-00-270-012-0-	339	Other Professional Services	1,000.00
7-1252-412-00-270-012-0-	340	Technical Services	11,500.00
7-1252-412-00-270-012-0-	350	Other Services	1,000.00
7-1252-412-00-270-012-0-	411	Water/Sewerage	5,000.00
7-1252-412-00-270-012-0-	412	Cable/Satellite Television	500.00
7-1252-412-00-270-012-0-	413	Surveillance and Security	3,000.00
7-1252-412-00-270-012-0-	421	Disposal	2,000.00
7-1252-412-00-270-012-0-	423	Custodial Service	6,500.00
7-1252-412-00-270-012-0-	430	Repair & Maint Srv	30,000.00
7-1252-412-00-270-012-0-	441	Land and Bldg Rent	10,000.00
7-1252-412-00-270-012-0-	442	Equip & Vehicle Rent	4,500.00
7-1252-412-00-270-012-0-	520	Insurance	20,000.00
7-1252-412-00-270-012-0-	531	Telephone	6,500.00
7-1252-412-00-270-012-0-	532	Wireless Devices	25,000.00
7-1252-412-00-270-012-0-	534	Internet Service	9,000.00
7-1252-412-00-270-012-0-	535	Postage	2,000.00
7-1252-412-00-270-012-0-	540	Advertising	4,000.00
7-1252-412-00-270-012-0-	550	Printing & Binding	3,000.00
7-1252-412-00-270-012-0-	583	Travel Out of County	50,000.00
7-1252-412-00-270-012-0-	584	Registration fees	8,000.00
7-1252-412-00-270-012-0-	585	Non Employee Travel	5,000.00
7-1252-412-00-270-012-0-	605	Clothing & Uniforms	2,000.00
7-1252-412-00-270-012-0-	610	General Supplies	55,000.00
7-1252-412-00-270-012-0-	622	Electricity	13,000.00
7-1252-412-00-270-012-0-	626	Gasoline/Diesel	35,000.00
7-1252-412-00-270-012-0-	631	Bottled Water	2,500.00
7-1252-412-00-270-012-0-	640	Reference Materials	1,000.00

7-1252-412-00-270-012-0-	650	Software Cntrld	5,000.00
7-1252-412-00-270-012-0-	660	Furn & Equip Cntrl	10,000.00
7-1252-412-00-270-012-0-	751	Machinery and Equipment	10,000.00
7-1252-412-00-270-012-0-	761	Software	5,000.00
7-1252-412-00-270-012-0-	780	Capital Lease	3,000.00
7-1252-412-00-270-012-0-	810	Dues and Memberships	2,000.00
7-1252-412-00-270-012-0-	811	Licenses and Permits	3,000.00
7-1252-412-00-270-012-0-	812	Software License Renewals	3,000.00
7-1252-412-00-270-012-0-	831	Court Costs and Investigation	6,000.00
7-1252-412-00-270-012-0-	841	Aid to Govt Agency	30,000.00
7-1252-412-00-270-012-0-	890	Other	50,000.00
		TOTAL APPROPRIATIONS	**$ 456,000.00**

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF TREASURY ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE: December 13, 2016

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1251-412-00-270-011-0-xxx **(Chapter 59 Asset Forfeiture Funds)**

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
7-1251-412-00-270-011-0-	113	Reg F/T Employees	$	249,500.00
7-1251-412-00-270-011-0	115	Longevity Pay		5,000.00
7-1251-412-00-270-011-0	211	Health Insurance		30,000.00
7-1251-412-00-270-011-0	212	Life Insurance		500.00
7-1251-412-00-270-011-0	220	FICA		20,000.00
7-1251-412-00-270-011-0	230	Retirement		30,000.00
7-1251-412-00-270-011-0	250	Unemployment Compensation		2,000.00
7-1251-412-00-270-011-0	260	Workers' Compensation		6,500.00
		TOTAL APPROPRIATIONS	**$**	**343,500.00**

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270~~-003~~) / HIDTA Chapter 59 (270-011) DATE: 12/8/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR I CURRENT SLOT #: 003-G003 / 011-G029 38 PR

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Salary Increase; Correction of title ~~Add Supplement~~ PR Create slot

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

POSITION SALARY REQUEST:

Salary:

$ 60,000.00	$ 60,000.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary:

$ 0.00	$ 1,800.00	$ 1,800.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other HIDTA Chapter 59 (1251)

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Parity amongst Criminal Investigators in the HIDTA Division.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/09/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	12/12/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/13/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003) / HIDTA Chapter 59 (270-011)

DATE: 12/8/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II

CURRENT SLOT #: 003-G004 / 011-G030 ✓ 9 PR

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary ~~Increase~~ ✓ / create slot PR ~~Add Supplement~~

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

POSITION SALARY REQUEST:

Salary:

$ 60,000.00	$ 60,000.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary:

$ 0.00	$ 1,800.00	$ 1,800.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☒ Other HIDTA Chapter 59 (1251)

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt ☒
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

Parity amongst Criminal Investigators in the HIDTA Division.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/09/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	HUMAN RESOURCES DIRECTOR	12/12/2016 Date	PERSONNEL PROCEDURES COMPLETED		YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/13/2016 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270)-003 / HIDTA Chapter 59 (270-011)

DATE: 12/8/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II

CURRENT SLOT #: 003-G006 / 011-G031 31 ✓ PR

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Increase ✓ ~~Add Supplement~~ create slot PR

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

POSITION SALARY REQUEST:

Salary:

$ 60,000.00	$ 60,000.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary:

$ 0.00	$ 1,800.00	$ 1,800.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☒ Other HIDTA Chapter 59 (1251)

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☒	Exempt	☐
Non-Exempt	☐	Non-Exempt	☒
N/A	☐		

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

Parity amongst Criminal Investigators in the HIDTA Division.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270)-003/ HIDTA Chapter 59 (270-91)
DATE: 12/8/2016

CURRENT POSITION TITLE: INTELLIGENCE RESEARCH SPECIALIST
CURRENT SLOT #: 003-G010 / 011-G033

REQUESTED POSITION TITLE: INTELLIGENCE RESEARCH SPECIALIST

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

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

POSITION SALARY REQUEST:

Salary Amount:

$ 35,885.00	$ 35,885.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount:

$ 6,665.00	$ 7,115.00	$ 450.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other HIDTA Chapter 59 (1251)

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

In reviewing the salary for this position, it was determined that an adjustment to the salary was necessary to commensurate based on the increase in the level of complexity, productivity or accountability and that are above and beyond the scope of the employee's current responsibilities, not requiring an official change in the position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/09/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	HUMAN RESOURCES DIRECTOR	12/12/2016 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/13/2016 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
DEC 12 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270)-003) / HIDTA Chapter 59 (270-011)
DATE: 12/8/2016

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT IV
CURRENT SLOT #: 003-G011 / 011-G034

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT IV

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

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

POSITION SALARY REQUEST:

Salary Amount:

$ 42,000.00	$ 42,000.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount:

$ 3,000.00	$ 4,800.00	$ 1,800.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other HIDTA Chapter 59 (1251)

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

In reviewing the salary for this position, it was determined that an adjustment to the salary was necessary to commensurate based on the increase in the level of complexity, productivity or accountability and that are above and beyond the scope of the employee's current responsibilities, not requiring an official change in the position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/09/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	12/12/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/13/2016 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
DEC 12 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003) / HIDTA Chapter 59 (270-011)

DATE: 12/8/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II

CURRENT SLOT #: 003-G013 / 011-G035 40 PR

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ~~Add Supplement~~ Salary Increase ✓ create slot PR

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

POSITION SALARY REQUEST:

Salary:

$ 60,000.00	$ 60,000.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary:

$ 0.00	$ 1,800.00	$ 1,800.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other HIDTA Chapter 59 (1251)

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Parity amongst Criminal Investigators in the HIDTA Division.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 12/09/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date 12/12/2016	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 12/13/2016	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
DEC 12 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270)-0031 DATE: 12/8/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR III CURRENT SLOT #: 003-G014

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Decrease; Correction of title (adjustment)

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

POSITION SALARY REQUEST:

Salary:

$ 64,000.00	$ 61,800.00	$ (2,200.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☒	Exempt	☐
Non-Exempt	☐	Non-Exempt	☒
N/A	☐		

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

Parity amongst Criminal Investigators in the HIDTA Division.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 12/09/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date 12/12/2016	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 12/13/2016	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

REVISED

Hidalgo County
HIDTA Task Force
EXHIBIT A
2017 - Salary Adjustments

Slot No.	Current Position Title	Proposed Position Title		Salary	Dept./Fund	Current Allocation Amount Per Fund	Proposed Allocation Amount Per Fund
G003	Criminal Investigator I	Criminal Investigator II	$	61,800.00	HIDTA Grant (1291)	60,000.00	60,000.00
G038					HIDTA Chapter 59 (1251)	0.00	1,800.00
G004	Criminal Investigator II	Criminal Investigator II	$	61,800.00	HIDTA Grant (1291)	60,000.00	60,000.00
G039					HIDTA Chapter 59 (1251)	0.00	1,800.00
G006	Criminal Investigator II	Criminal Investigator II	$	61,800.00	HIDTA Grant (1291)	60,000.00	60,000.00
G031					HIDTA Chapter 59 (1251)	0.00	1,800.00
G010	Intelligence Research Specialist	Intelligence Research Specialist	$	43,000.00	HIDTA Grant (1291)	35,885.00	35,885.00
G033					HIDTA Chapter 59 (1251)	6,665.00	7,115.00
G011	Administrative Assistant IV	Administrative Assistant IV	$	46,800.00	HIDTA Grant (1291)	42,000.00	42,000.00
G034					HIDTA Chapter 59 (1251)	3,000.00	4,800.00
G013	Criminal Investigator II	Criminal Investigator II	$	61,800.00	HIDTA Grant (1291)	60,000.00	60,000.00
G040					HIDTA Chapter 59 (1251)	0.00	1,800.00
G014	Criminal Investigator III	Criminal Investigator II	$	61,800.00	HIDTA Grant (1291)	64,000.00	61,800.00

	CURRENT	PROPOSED
HIDTA Grant (1291)	381,885.00	379,685.00
HIDTA Chapter 59 (1251)	9,665.00	19,115.00
TOTAL	**391,550.00**	**398,800.00**

AI-57570 **Health & Human Services Dept.** **12. B. 2.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Consideration and approval of Contract for Participation for Out Stationed Eligibility Specialists in the Health Care Facilities at:
A. Doctor's Hospital at Renaissance
B. Knapp Medical Center
C. Mission Hospital, Inc.
D. Rio Grande Regional Hospital
E. McAllen Hospitals, LP (aka McAllen Medical and Edinburg Regional Medical Center)

BACKGROUND

The effective date of the contract is January 1, 2017, with an option to renew for an additional one year period. No budgetary impact.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact, contracts are for personnel allocation. Department allocating personnel from current budgeted positions.

Attachments

Contracts
Legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/01/2016 04:15 PM

Merlen P. Munoz	Merlen P. Munoz	12/06/2016 01:06 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Dairen Sarmiento Started On: 12/01/2016 03:57 PM

Final Approval Date: 12/09/2016

CONTRACT

Out Stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: Doctor's Hospital at Renaissance
P O Box 3293
McAllen, Texas 78502

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

3.1 The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

3.2 Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

3.3 All eligibility forms will be provided by the County at no cost to the Contractor. All

equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

4.1 Assigned Specialist (whether one or more) assigned to the Contractor under this Contract remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

4.2 Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

4.3 Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

4.4 Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

4.5 Requirements pertaining to regular working hours and holidays are described in Attachment A.

4.6 The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

4.7 The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

5.1 Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the Contract.

5.2 Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

a) Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3)

years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.

b) If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than the later of three (3) years and ninety (90) days or until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.

c) The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.

d) Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

6.1 Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

6.2 Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

6.3 Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

a) Any public assistance program in connection with which services are performed under this contract;

b) County confidentiality regulations, if any;

c) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.

d) Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

7.1 **Conflict with Applicable Law.** Nothing in this Contract 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 Contract 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 even the effected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.2 **No Waiver**. No waiver by County or Contractor of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.3 **Entire Contract**. This Contract 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 agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

7.4 **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7.5 **Notice.** Except as may be otherwise specifically provided in this Contract, 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 Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: Doctor's Hospital at Renaissance
P O Box 3293
McAllen, Texas 78502

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.

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

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

7.8 Assignment. This Contract shall not be assignable by Contractor. County may assign this Contract without the consent of Contractor.

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

7.10 Gender and Number. All pronouns used in this Contract 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 Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this Contract.

IX. Termination

9.1 In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this Contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this Contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of

termination.

9.2 This Contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this Contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the Contract shall be twelve (12) months commencing on the effective date. The Contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this Contract is January 1, 2017.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this Contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;
   (b) Certify to Contractor those Welfare recipients eligible for such assistance;
   (c) Refer ineligible applicants to Contractor's business office;
   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.
   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;
   (b) Screen clients prior to referral to Assigned Specialist;
   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.
   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: Susan Turley, CPA

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location (s)
Assigned Specialist	**x**	**Doctor's Hospital at Renaissance** **5501 South McColl** **Edinburg, Texas 78539** **956-362-5566** **956-362-2478**

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out Stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: Knapp Medical Center
P O Box 1110
Weslaco, Texas 78599

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

3.1 The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

3.2 Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

3.3 All eligibility forms will be provided by the County at no cost to the Contractor. All

equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

4.1 Assigned Specialist (whether one or more) assigned to the Contractor under this Contract remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

4.2 Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

4.3 Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

4.4 Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

4.5 Requirements pertaining to regular working hours and holidays are described in Attachment A.

4.6 The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

4.7 The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

5.1 Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the Contract.

5.2 Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

a) Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3)

years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.

b) If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than the later of three (3) years and ninety (90) days or until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.

c) The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.

d) Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

6.1 Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

6.2 Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

6.3 Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

a) Any public assistance program in connection with which services are performed under this contract;

b) County confidentiality regulations, if any;

c) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.

d) Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

7.1 **Conflict with Applicable Law.** Nothing in this Contract 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 Contract 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 even the effected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.2 **No Waiver**. No waiver by County or Contractor of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.3 **Entire Contract**. This Contract 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 agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

7.4 **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7.5 **Notice.** Except as may be otherwise specifically provided in this Contract, 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 Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: Knapp Medical Center
P O Box 1110
Weslaco, Texas 78599

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.

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

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

7.8 Assignment. This Contract shall not be assignable by Contractor. County may assign this Contract without the consent of Contractor.

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

7.10 Gender and Number. All pronouns used in this Contract 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 Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this Contract.

IX. Termination

9.1 In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this Contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this Contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of

termination.

9.2 This Contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this Contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the Contract shall be twelve (12) months commencing on the effective date. The Contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this Contract is January 1, 2017.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this Contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;
   (b) Certify to Contractor those Welfare recipients eligible for such assistance;
   (c) Refer ineligible applicants to Contractor's business office;
   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.
   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;
   (b) Screen clients prior to referral to Assigned Specialist;
   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.
   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: David Glassburn

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location (s)
Assigned Specialist	**x**	**Knapp Medical Center** **1401 East 8th Street** **Weslaco, Texas 78596** **956-969-4700** **956-969-8268**

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out Stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: Mission Hospital, Inc.
900 South Bryan Road
Mission, Texas 78572

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

3.1 The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

3.2 Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

3.3 All eligibility forms will be provided by the County at no cost to the Contractor. All

equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

4.1 Assigned Specialist (whether one or more) assigned to the Contractor under this Contract remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

4.2 Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

4.3 Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

4.4 Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

4.5 Requirements pertaining to regular working hours and holidays are described in Attachment A.

4.6 The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

4.7 The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

5.1 Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the Contract.

5.2 Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

a) Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3)

years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.

b) If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than the later of three (3) years and ninety (90) days or until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.

c) The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.

d) Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

6.1 Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

6.2 Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

6.3 Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

a) Any public assistance program in connection with which services are performed under this contract;

b) County confidentiality regulations, if any;

c) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.

d) Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

7.1 **Conflict with Applicable Law.** Nothing in this Contract 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 Contract 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 even the effected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.2 **No Waiver**. No waiver by County or Contractor of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.3 **Entire Contract**. This Contract 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 agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

7.4 **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7.5 **Notice.** Except as may be otherwise specifically provided in this Contract, 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 Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: Mission Hospital, Inc.
900 South Bryan Road
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 addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

7.8 Assignment. This Contract shall not be assignable by Contractor. County may assign this Contract without the consent of Contractor.

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

7.10 Gender and Number. All pronouns used in this Contract 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 Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this Contract.

IX. Termination

9.1 In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this Contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this Contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of

termination.

9.2 This Contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this Contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the Contract shall be twelve (12) months commencing on the effective date. The Contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this Contract is January 1, 2017.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this Contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;
   (b) Certify to Contractor those Welfare recipients eligible for such assistance;
   (c) Refer ineligible applicants to Contractor's business office;
   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.
   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;
   (b) Screen clients prior to referral to Assigned Specialist;
   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.
   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: Tim McVey

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location (s)
Assigned Specialist	**x**	**Mission Hospital, Inc.** **906 South Bryan Road Ste # 103** **Mission, Texas 78572** **956-581-8596** **956-581-9290**

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out Stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: Rio Grande Regional Hospital
101 East Ridge Road
McAllen, Texas 78501

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

3.1 The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

3.2 Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

3.3 All eligibility forms will be provided by the County at no cost to the Contractor. All

equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

4.1 Assigned Specialist (whether one or more) assigned to the Contractor under this Contract remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

4.2 Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

4.3 Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

4.4 Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

4.5 Requirements pertaining to regular working hours and holidays are described in Attachment A.

4.6 The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

4.7 The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

5.1 Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the Contract.

5.2 Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

a) Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3)

years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.

b) If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than the later of three (3) years and ninety (90) days or until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.

c) The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.

d) Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

6.1 Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

6.2 Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

6.3 Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

a) Any public assistance program in connection with which services are performed under this contract;

b) County confidentiality regulations, if any;

c) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.

d) Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

7.1 **Conflict with Applicable Law.** Nothing in this Contract 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 Contract 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 even the effected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.2 **No Waiver**. No waiver by County or Contractor of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.3 **Entire Contract**. This Contract 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 agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

7.4 **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7.5 **Notice.** Except as may be otherwise specifically provided in this Contract, 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 Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: Rio Grande Regional Hospital
101 East Ridge Road
McAllen, Texas 78501

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.

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

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

7.8 Assignment. This Contract shall not be assignable by Contractor. County may assign this Contract without the consent of Contractor.

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

7.10 Gender and Number. All pronouns used in this Contract 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 Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this Contract.

IX. Termination

9.1 In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this Contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this Contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of

termination.

9.2 This Contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this Contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the Contract shall be twelve (12) months commencing on the effective date. The Contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this Contract is January 1, 2017.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this Contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;
   (b) Certify to Contractor those Welfare recipients eligible for such assistance;
   (c) Refer ineligible applicants to Contractor's business office;
   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.
   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;
   (b) Screen clients prior to referral to Assigned Specialist;
   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.
   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: Charles Mallon

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location (s)
Assigned Specialist	**x**	**Rio Grande Regional Hospital** **222 East Ridge Ste #118** **McAllen, Texas 78503** **956-632-6586** **956-632-6555**

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out Stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: McAllen Hospitals, LP
1400 West Trenton Road
Edinburg, Texas 78539

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

3.1 The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

3.2 Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

3.3 All eligibility forms will be provided by the County at no cost to the Contractor. All

equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

4.1 Assigned Specialist (whether one or more) assigned to the Contractor under this Contract remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

4.2 Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

4.3 Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

4.4 Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

4.5 Requirements pertaining to regular working hours and holidays are described in Attachment A.

4.6 The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

4.7 The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

5.1 Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the Contract.

5.2 Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

a) Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3)

years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.

b) If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than the later of three (3) years and ninety (90) days or until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.

c) The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.

d) Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

6.1 Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

6.2 Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

6.3 Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

a) Any public assistance program in connection with which services are performed under this contract;

b) County confidentiality regulations, if any;

c) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.

d) Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

7.1 **Conflict with Applicable Law.** Nothing in this Contract 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 Contract 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 even the effected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.2 **No Waiver**. No waiver by County or Contractor of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.3 Entire Contract. This Contract 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 agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

7.4 Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7.5 **Notice.** Except as may be otherwise specifically provided in this Contract, 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 Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: McAllen Hospitals, LP
1400 West Trenton Road
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in

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

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

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

7.8 Assignment. This Contract shall not be assignable by Contractor. County may assign this Contract without the consent of Contractor.

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

7.10 Gender and Number. All pronouns used in this Contract 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 Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this Contract.

IX. Termination

9.1 In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this Contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this Contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of

termination.

9.2 This Contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this Contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the Contract shall be twelve (12) months commencing on the effective date. The Contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this Contract is January 1, 2017.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this Contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;
   (b) Certify to Contractor those Welfare recipients eligible for such assistance;
   (c) Refer ineligible applicants to Contractor's business office;
   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.
   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;
   (b) Screen clients prior to referral to Assigned Specialist;
   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.
   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: Doug Matney

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location (s)
Assigned Specialist	**x**	**McAllen Medical Center** **301 West Expressway 83** **McAllen, Texas 78503** **956-971-5645** **956-971-5839** **Edinburg Regional Medical Center** **1102 West Trenton** **Edinburg, Texas 78541** **956-388-6704** **956-388-6025**

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

Dairen Sarmiento

From: Steve Crain <scrain@atlashall.com>
Sent: Friday, December 02, 2016 2:57 PM
To: 'Dairen Sarmiento'
Subject: RE: CONTRACT FOR PARTICIPATION FOR OUT STATIONED ELIGIBILITY SPECIALIST

The contract is OK.

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Friday, December 02, 2016 2:11 PM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: CONTRACT FOR PARTICIPATION FOR OUT STATIONED ELIGIBILITY SPECIALIST

Hi Steve,

Attached is the contracts for the hospital based staff. The contracts have not changed, they are the same as the previous ones, with the exception of the effective date of 1/1/17. Please review. Thank you.

Respectfully submitted,

Dairen Sarmiento
1304 South 25th Avenue
Edinburg, Texas 78542
956-318-2011 extension 7365

AI-57596 **Health & Human Services Dept.** **12. B. 3.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

A. Discussion, consideration and approval to draw down funds for Demonstration Year 5 Round 2 DSRIP Payments in the amount to be determined by HHSC instructions from the Local Provider Participation Fund (LPPF) with a settlement date of 12/19/16.
B. Approval of Certification of Revenues as certified by the County Auditor from the LPPF in the amount to be determined by HHSC instruction.
C. Approval of 2016 Appropriation of funds from the LPPF in the amount to be determined by HHSC instructions.

BACKGROUND

Anchors,

Attached is a file of the estimated IGT for October. We will also post this on the waiver website. Please review the yellow highlighted columns for DY5 Round 2 estimated DSRIP payments and remaining DY5 Monitoring IGT due. The estimated payments are based on the assumption that all milestones/metrics reported as achieved in DY5 Round 2 will be approved by HHSC. These estimates are provided to inform any needed IGT changes in entities or proportion due to HHSC by **December 2, 5:00pm** using the IGT Entity Change Form.

Do not use these estimates to submit IGT. Rate Analysis will notify IGT Entities and Anchors of the actual **IGT due by December 19, 2016.**

Amanda Broden
Healthcare Transformation Waiver Operations
Medicaid/CHIP
Texas Health and Human Services Commission

(512) 462-6388

Fiscal Impact

Attachments

backup
appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 11:01 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Dairen Sarmiento Started On: 12/02/2016 10:39 AM
Final Approval Date: 12/09/2016

Anchor Conference Call

AGENDA

December 9, 2016
1:30 - 3:00 p.m. CST

1. General Anchor Communication

- As always, thank you for all of your continued work!
- Just a reminder that the DY5 Anchor Annual Report and the DY6A Learning Collaborative Plan Template are due to HHSC by December 15, 2016.

2. DSRIP Implementation

October DY5 Reporting

- HHSC has completed the initial review of October DY5 Reporting submissions. Providers and Anchors should receive a summary of the initial reporting review results by COB today with additional instructions on submitting information for "Need More Information" (NMI) requests.
- The additional reporting period will open on Saturday, December 10th.
- Review & Payment Timeline:
  - **December 19, 2016 -** Estimated date that Rate Analysis will send IGT notification
  - **January 3, 2017** – IGT settlement date for October reporting DSRIP payments.
  - **January 13, 2017** – October reporting **DY5 DSRIP payments** processed for **transferring hospitals and top 14 IGT Entities**.
  - **January 17, 2017, 11:59pm** – Due date for providers to submit responses to HHSC requests for additional information (NMI requests)
  - **January 31, 2017** – October reporting **DY4 DSRIP payments** processed for all providers and **DY5 DSRIP payments** processed for remaining providers that were not paid on January 13, 2017. ***Note that there are separate transactions for each payment for each DY.***
  - **February 24, 2017** – HHSC and CMS will approve or deny the additional information submitted in response to HHSC's NMI requests from October reporting.

Compliance Monitoring

- **Cat 1 and 2.** MSLC is finalizing work for some of the Round 2 projects with DY3 carryforward metrics requiring additional validating. MSLC will forward the results to HHSC for review. Overall, the review of the Round 2 MSLC results is still ongoing.
- There are still some outstanding projects from Round 2 Category 1 and 2 reviews (4 metrics), where providers did not submit needed information to the compliance monitor. Once HHSC receives the information about these projects from MSLC, determination will be made if payments for these metrics will be recouped. HHSC will let impacted providers know when we receive MSLC information and review it.
- Random sampling selection of the projects for Round 3 review will not be happening before January. We will update anchors once we have the revised timelines in place.

Category 3

- **Cat 3 NMI due to Data Lag:** As a reminder, DY5 R2 reporting is the last opportunity to report for achievement of DY4 milestones and DY4 milestone cannot be further carried forward into DY6. A number of Category 3 outcomes have received NMI determinations in DY5 R2 because DY4 achievement milestone AM-1.x has been reported as less than 100% achieved in PY1, and PY2 has not yet been reported. These outcome received an NMI determination to give providers the

opportunity to report PY2 during the NMI reporting period for possible achievement of DY4 AM-1.x. HHSC is only accepting PY2 reporting during the NMI reporting period for outcomes with a DY4 AM-1.x milestone that has been less than fully achieved and has not reported PY2 (or PY1 in some cases). Impacted providers that do not report PY2 during the NMI response period will be able to report PY2 in April DY6, but will not be eligible to receive payment for DY4 milestones.

- **Cat 3 Achievement Milestone Approvals in DY5 R2:**
  - Category 3 achievement milestones that were fully achieved based on performance rates submitted in the Category 3 Reporting Template have been marked as "Approved."
  - Achievement Milestones that were reported and did not fully meet their goal were marked
    - "Partially Achieved and Carryforward Approved" if only the first PY associated with an achievement milestone has been reported
    - "Partially Achieved" if both PYs associated with an achievement milestone have been reported and the achieved value is greater than 0%.
    - "Not Approved" if both PYs associated with an achievement milestone have been reported and the achieved value is 0%. Please note that AM-1.1 achievement milestones that were partially achieved when reporting PY1 in DY4, and 0% achieved when reporting PY2 in DY5 have been marked as "Not Approved" in DY5, but will still show as partially achieved in the DY4.

Example A: a provider reported both PY1 and PY2 with 50% achievement of their PY1 goal, AM-1.1 would be marked as "Partially Achieved" with no carryforward as there are no further performance years for achievement of AM-1.1.

Example B: a provider reported both PY2 and PY3 in DY5 R2 with 0% achievement of their PY2 goal in both PYs, AM-2.1 would be marked as "Not Approved" with no carryforward.

Example C: a provider reported PY1 in D4 R2 with 50% achievement of AM-1.1, and then reported PY2 in DY5 R2 with 0% achievement of AM-1.1. AM-1.1 would be marked as "Not Approved" with no carryforward in DY5 R2, and there would be no change to D4 R2 payments which will still show AM-1.1 as 50% achieved in DY4 R2.

Anchor Administrative Costs

- HHSC is completing review of the anchor administrative cost reports.
- The tentative due date for IGT is January 27, 2017, with payments expected to be made on February 10, 2017

3. Waiver Renewal

Initial 15-month extension

- We've gotten several questions about the Community Needs Assessment requirements and due date. The due date in the PFM is June 2017 or another date specified by HHSC. That date is being postponed until November 2017. HHSC sent a draft CNA template to anchors in April 2016 to get feedback; many elements of that will need to be updated, but in general, the types of questions should remain the same. Anchors can begin working on plans for updating their regional community needs assessment and HHSC will continue to keep you updated.
- The Anchor DY6A payment will not require the same claiming methodology as the anchor administrative claiming payment system has for previous DYs; for example, time sheets will not be required. Anchor requirements for receiving the DY6A Anchor payment are laid out in the updated

PFM. The last 3 months of the 15-month extension, referred to as DY6B, will be considered part of DY7 and the anchor claiming system has not yet been determined for DY7 and beyond. Additionally, if providers are claiming DY5 carryforward costs in DY6A, the criteria for DY5 anchor administrative claiming will apply.

- HHSC is posting the draft questions for the DY6 Sustainability Planning milestone template to the Waiver website (and we will attach to the Anchor Notes). Please feel free to review the questions and let HHSC know of any concerns or feedback via the waiver mailbox by January 30. The questions will be formatted into a template to be filled out for reporting in October 2017. The template will utilize some drop-down menu options to streamline the data collection.

Longer term waiver renewal

- As you are aware, HHSC has an approved extension through 12/31/2017 and continues to work with CMS on a longer term renewal.
- The HHSC waiver team is currently working on draft Program Funding and Mechanics (PFM) protocol for DY 7, which begins on 10/1/2017 to align state goals and consistent with information above specific to DSRIP.
- The plan is to have a draft to stakeholders by the end of January 2017, with program rules planned to be proposed in February to be effective in August 2017.
- Although the PFM will be specific to DY 7 at this time, the plan is to lay the groundwork for up to four additional DYs.
- HHSC encourages stakeholder feedback on the draft proposal when released.

HHSC communicated the following information on the previous anchor call specific to DSRIP from the 10/21/16 meeting with CMS:

- CMS focus is on payment reform for current 1115 waivers that include DSRIP.
- CMS' guiding principles on DSRIP indicate DSRIP should be about incentives, start-up funds and capacity building, not ongoing program operations.
- CMS expressed interest in integration of funding into Medicaid managed care.
- CMS also indicated a portion of DSRIP could continue outside of managed care for the uninsured.
- HHSC will be working with CMS to understand their definitions of value-based purchasing and on reasonable timeframes for transition.

4. Other Information for Anchors

Value-Based Payment and Quality Improvement Advisory Committee

- Information can be found at this link and stakeholder involvement is welcome. https://hhs.texas.gov/about-hhs/leadership/advisory-committees/value-based-payment-and-quality-improvement-advisory-committee.

Palliative Care Interdisciplinary Advisory Committee

- The Palliative Care Interdisciplinary Advisory Council met on Monday, December 5, 2016 to review its first year of work and prepare for its second year. During its first year, the Council developed recommendations for raising awareness about the benefits of palliative care and expanding access to these services. The Council's goals are to help all Texans in need receive the benefits of palliative care, especially through early supportive and palliative care consultation, and to promote an understanding of palliative care that makes it clear that palliative care is not just for end-of-life; but can be beneficial for individuals at any stage of a serious of illness. During the upcoming year, the

Council will work with HHSC staff to establish two deliverables, a palliative care information and education website and a continuing education initiative.

- The Council plans to hold its next in-person meeting in early April of 2017.
- More information can be found at this link: https://hhs.texas.gov/about-hhs/leadership/advisory-committees/palliative-care-interdisciplinary-advisory-council.

DSRIP Statewide Events Calendar

February 2017			
RHP	**Date**	**Topic**	**Contact**
3	2/7	RHP 3 Learning Collaborative	RHP 3
9 & 10	2/22-23	2017 Collaborative Connections - Impacting Care Learning Collaborative Information and Registration	RHP 9: Margie Roche RHP 10: Yvonne Kyle
2	2/24	Behavioral Health Learning Collaborative	Susan Seidensticker

DATE: December 13, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Human Services -LPPF**

ACCOUNT NUMBER: 6-1258-444-00-240-006-3-XXX

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
6-1258-444-00-240-006-3- 843	LPPF	Aid to Nongovt	19,631,512.93
6-1258-355-20-240-006-0- 000	*LPPF-SPEC ASSESS-*	*EDINBURG REGIONAL MED*	*5,423,464.93*
6-1258-355-20-240-001-0- 000	*LPPF-SPEC ASSESS-*	*COLUMBIA RIO GRANDE*	*2,149,480.10*
6-1258-355-20-240-004-0- 000	*LPPF-SPEC ASSESS-*	*KNAPP MEDICAL CENTER*	*377,211.16*
6-1258-335-20-240-003-0- 000	*LPPF-SPEC ASSESS-*	*DOCTORS HOSPITAL AT REN*	*7,637,081.66*
		TOTAL BUDGET INCREASE (DECREASE)	**19,631,512.93**

REASON: Appropriation of funds in relation to revenue from the assessment of mandatory payments from various hospitals for the LPPF-1115 Waiver.

Monies from the unassigned fund balance of the LPPF fund in the amount of $4,044,275.08.

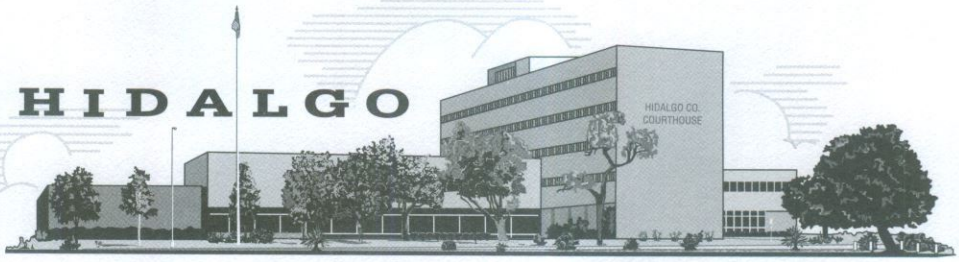
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

December 20, 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 the assessment of mandatory payments from the hospitals in the amount of $15,587,237.85 for the Health Care Funding District. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

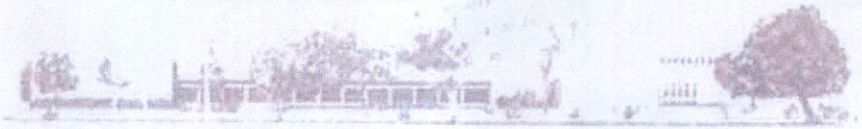
Raymundo Eufracio, CPA
Hidalgo County Auditor

12/20/16
Date

THE COUNTY OF HIDALGO TEXAS

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, December 20, 2016

Subject: Health Care Funding District Certification of Revenues

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 a Certification of Revenues letter from your office in relation to the mandatory payments from the respective hospitals for the Health Care Funding District.

We are requesting the certification of $15,587,237.85 from Fund 1258. These monies will be appropriated to fund the LPPF-1115 Waiver expenditures recently approved by commissioners' court on 12/13/2016 (AI-57596). Drawdown information and amounts were forwarded by Ms. Dairen Sarmiento on 12/16/16 through email, see attached.

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.

Zimbra merlen.munoz@co.hidalgo.tx.us

DY 5 ROUND 2 DSRIP AND MONITORING IGT

From : Dairen Sarmiento <dairen.sarmiento@hchd.org> Fri, Dec 16, 2016 04:36 PM

Subject : DY 5 ROUND 2 DSRIP AND MONITORING IGT 3 attachments

To : Alfredo Zamarripa <alfredo.zamarripa@treasurer.co.hidalgo.tx.us>, Carlos Zaffarini Jr <carlos@ahcv.com>, Eddie Olivarez <eddie.olivarez@hchd.org>, James Hodge <james.hodge@treasurer.co.hidalgo.tx.us>, linda. fong <linda.fong@auditor.co.hidalgo.tx.us>, Lulu Acevedo <lourdes.acevedo@hchd.org>, Merlen MuA?oz <merlen.munoz@co.hidalgo.tx.us>, Norma Garcia County Treasurer <norma.garcia@treasurer.co.hidalgo.tx.us>, Ray Eufracio <ray.eufracio@auditor.co.hidalgo.tx.us>, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, Virginia De Nisio <virginia@ahcv.com>

Good afternoon,

Attached please find the instructions and the drawdown spreadsheet for the DY 5 Round 2 IGT due no later than January 3, 2017. The IGT DSRIP amount is $19,486,906.25 and the IGT DSRIP Monitoring amount is $144,606.68.

HHSC requires separate TexNet transactions for DSRIP Monitoring IGTs and DSRIP Reporting IGTs. The DSRIP Monitoring IGT should be placed in the Audit Cost bucket and the DSRIP Reporting IGT should be placed in the DSRIP bucket. If the full DSRIP Monitoring IGT is not submitted in the Audit Cost bucket, HHSC will reallocate IGTs for DSRIP Reporting for DSRIP Monitoring payments. **Note that failure to submit two separate transactions or failure to IGT the full DSRIP Monitoring requirement may result in a delayed payment as additional manual steps will need to be performed.**

Should you have any questions or concerns please contact me. Have a good day.

Respectfully submitted,

Dairen Sarmiento
1304 South 25th Avenue
Edinburg, Texas 78542
956-318-2011 extension 7365

Dairen Sarmiento

From: Jenkins,Brooke B (HHSC) <Brooke.Jenkins@hhsc.state.tx.us> on behalf of HHSC Rate Analysis DSRIP Payments <Rate_Analysis_DSRIP_Payments@hhsc.state.tx.us>

Sent: Friday, December 16, 2016 11:38 AM

To: alex.mullin@campbellwilson.com; alexm5509@gmail.com; altovintner@gmail.com; bb@brittanibilse.com; bcarlton@bkd.com; bertodatto@gl-law.com; brandon@dhcg.com; briganti@gl-law.com; brinker@gl-law.com; cdockal@dhcg.com; cdockal@hotmail.com; cottey@gl-law.com; David@v2vha.com; dongilbert@austin.rr.com; gilbert@gl-law.com; holt@gl-law.com; kirkland@gl-law.com; knolting@noltingconsulting.com; lindsey@gl-law.com; matt.b.gilbert10@gmail.com; mike@spiveyhealthlaw.com; ramberg@gl-law.com; ramsey@gl-law.com; salorenzen70 @gmail.com; thorpe@gl-law.com; Traudib@dhcg.com; ajay.vittalam@uthct.edu; amanda.callaway@harrishealth.org; angelica.gretz@uhs-sa.com; anne.kennedy@centralhealth.net; bbilyeu@collincountytx.gov; bobbye.hrncirik@umchealthsystem.com; brittanib@dhcg.com; brittney.nichols@uthct.edu; Carol.Huber@uhs-sa.com; carol.saucedo@centralhealth.net; cgibson@umcelpaso.org; christina.mintner@phhs.org; claudia.coggin@gmail.com; cskovace@utmb.edu; dairen.sarmiento@hchd.org; daniel.deslatte@uthct.edu; Danielle.Stanley@centralhealth.net; desanges@pciprocompsolutions.org; dwaldow@ppgh.com; eddie.olivarez@hchd.org; gail.howard@phhs.org; ginnie.holmes@electrahospital.com; Gwendolyn.Huskey@harrishealth.org; harris@ppgh.com; hbeal@jpshealth.org; heatherlong@shannonhealth.org; hollyforeman@shannonhealth.org; jacob.cintron@umcelpaso.org; jacqueline.brown@umchealthsystem.com; jeff.dane@umchealthsystem.com; Jeff.Knodel@centralhealth.net; jessica.hall@harrishealth.org; jiles@medicine.tamhsc.edu; jnwoodar@utmb.edu; johearn@echd.org; john.moore@phhs.org; jonny.hipp@nchdcc.org; k.lee@cmhos.org; Katie.Coburn@centralhealth.net; Keith.self@collincountytx.gov; kilcoyne@tamhsc.edu; kmlambre@utmb.edu; leigh.hornsby@publicinformationassociates.com; lkwertz@gmail.com; logalbo@tamhsc.edu; margaret.roche@phhs.org; Michael.Norby@harrishealth.org; mmitchell@ppgh.com; mnunez@umcelpaso.org; ncadena@webbcountytx.gov; NORA PRADO; oscar.perez@umcelpaso.org; rcarrillo@webbcountytx.gov; Rebecca.mccain@electrahospital.com; rhp@jpshealth.org; rhp17@tamhsc.edu; ricardo.salinas@hchd.org; robert.hillier@harrishealth.org; rthomas@bradyhospital.com; sandra.james@umchealthsystem.com; scorporo@jpshealth.org; setexasrhp@harrishealth.org; sheila.newton@electrahospital.com; smseiden@utmb.edu; Spurlin@tamhsc.edu; stephanie.fenter@uthct.edu; Ted.Day@uhs-sa.com; timjones@bradyhospital.com; Trish.young@centralhealth.net; Victoria.Nikitin@harrishealth.org; wyoung@jpshealth.org; chris@thotonline.org; dpearson@torchnet.org; jberta@tha.org; jhawkins@tha.org; maureen@thotonline.org; stacywilson@childhealthtx.org; Tonnlarry@gmail.com; tshaw@tha.org

Cc: Govind,Selvadas (HHSC); Chang,Sylvia (HHSC); HHSC Texas Healthcare Transformation and Quality Improvement Program

Subject: DY5 DSRIP IGT Notification for January 2017 Payment Anchors Government Entities Providers

Attachments: DY5 Round 2 Oct 2016 Affiliation Summary.xlsx; DY5 Round 2 Oct 2016 IGT Summary.xlsx; TexNet User Guide.pdf

Government Entities/Providers:

Please carefully review this message in its entirety making note of the information provided which pertains to the DY5 Delivery System Reform Incentive Payments (DSRIP). Government entities that owe monitoring will need to submit two separate transactions for monitoring and DSRIP projects. Failure to do so may result in a delayed payment for the providers.

Attached are the following files: DSRIP Notification- DY5 Round 2 Oct 2016 Affiliation Summary and DY5 Round 2 Oct 2016 IGT Summary workbooks. These workbooks include DY5 DSRIP payments for DY5 Reporting (October), DY4 Carry Forward Reporting and DSRIP Monitoring.

The DY5 Round 2 Oct 2016 Affiliation Summary workbook has separate tabs for each Regional Healthcare Partnership (RHP) and contains the Intergovernmental Transfer (IGT) needed, by affiliation, for DY 5 DSRIP payments for DY 5 Reporting (October) and DY 4 Carryforward Reporting.

The DY5 Round 2 Oct 2016 IGT Summary workbook has separate tabs for each RHP and contains the total IGT needed by IGT Entity Name for the DY 5 DSRIP payments for DY 5 Reporting (October), DY4 Carryforward Reporting, and DSRIP Monitoring.

The Transformation Waiver Team had earlier emailed the Anchors information to share with providers regarding how much will be paid by project. Health and Human Services Commission (HHSC) Rate Analysis is unable to answer questions regarding this information. Please send any questions regarding this information to TXHealthcareTransformation@hhsc.state.tx.us

HHSC requires separate TexNet transactions for DSRIP Monitoring IGTs and DSRIP Reporting IGTs. The DSRIP Monitoring IGT should be placed in the Audit Cost bucket and the DSRIP Reporting IGT should be placed in the DSRIP bucket. If the full DSRIP Monitoring IGT is not submitted in the Audit Cost bucket, HHSC will reallocate IGTs for DSRIP Reporting for DSRIP Monitoring payments. **Note that failure to submit two separate transactions or failure to IGT the full DSRIP Monitoring requirement may result in a delayed payment as additional manual steps will need to be performed.**

IGT Entities may choose to IGT less than the required amount for DSRIP Reporting payments; however, all affiliated providers and projects will be paid proportionately. IGT may not be directed towards specific providers, projects or metrics.

A screen shot/.pdf of the confirmation/trace sheet or email of the confirmation number if the TexNet is submitted over the phone is required and must be emailed to Rate_Analysis_DSRIP_Payments@hhsc.state.tx.us. We are requesting that all government entities enter their IGT transactions into TexNet no later than January 3rd with a Settlement Date of January 4th. **No IGT's submitted after January 3rd will be accepted.**

HHSC Accounting will request the Comptroller to issue payments according to the following *estimated* schedule (note that these dates are slightly different from what was previously posted in the October DY5 Reporting Companion Document):

January 3, 2017	Last Date for Public Entities to enter TexNet and submit Trace Numbers
January 4, 2017	TexNet Sweeps (Settlement Date of funds)
January 19, 2017	Payment issue date for Top 20 Entities for DY5 payments (Transferring Hospitals "Big 6") and Remaining entities *We will not know who the other 14 entities are until the payment is processed*
January 31, 2017	Payment issue date for remaining DSRIP Providers for DY5 and all providers for DY4

Thank you,

HHSC Hospital Rate Analysis
Texas Health and Human Services Commission
P.O. Box 149030, Mail Code H-400

Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78714-9030

Estimated DSRIP Monitoring IGT for DY6

12.16.16

RHP	IGT TPI	IGT Name	IGT TIN	Num of Cat 1&2 Projects	Cat 1&2 IGT Commitment Amount	Num of Cat 3 Projects
RHP 5	139350611	Hidalgo County	17460007176062	29	$22,353,732.71	33

[redacted]

Total Monitoring IGT $5,000,000

Cat 3 IGT Commitment Amount	Num of Cat 4 Projects	Cat 4 IGT Commitment Amount	Total IGT Commitment Amount	Percentage of DSRIP Funding for the State	Monitoring IGT Amount Owed
$13,555,938.59	3	$2,300,081.87	$38,209,753.17	2.89%	$144,606.68

IGT Affiliation Number	RHP	Template Provider TPI	Provider TIN	Provider Name	IGT TPI
529-08-0236-00067	RHP 5	094113001	1233069260 4 501	McAllen Hospitals LP dba Edinburg Regional Medical	139350611
529-08-0236-00020	RHP 5	112716902	1621656022 3 003	Columbia Rio Grande Healthcare dba Rio Grande Regi	139350611
529-08-0236-00063	RHP 5	135035706	1741393060 7 324	Knapp Medical Center	139350611
529-08-0236-00030	RHP 5	160709501	1742802643 3 002	Doctor's Hospital at Renaissance	139350611

Provider Name	IGT Name	IGT TIN	DY5 Round 2 Approved IGT	DY5 Previous Round NMI Approved IGT
McAllen Hospitals LP dba Edinburg Regional Medical	Hidalgo County	17460007176062	$8,029,929.48	$0.00
Columbia Rio Grande Healthcare dba Rio Grande Regi	Hidalgo County	17460007176062	$2,393,495.07	$0.00
Knapp Medical Center	Hidalgo County	17460007176062	$471,436.59	$0.00
Doctor's Hospital at Renaissance	Hidalgo County	17460007176062	$7,299,487.48	$0.00
			$18,194,348.62	**$0.00**

Provider Name	DY5 Other Approved IGT (from previous DY that was short IGT)	DY4 Round 2 Approved IGT	DY4 Previous Round NMI Approved IGT	DY4 Other Approved IGT (from previous DY that was short IGT)
McAllen Hospitals LP dba Edinburg Regional Medical	$0.00	$370,810.54	$0.00	$0.00
Columbia Rio Grande Healthcare dba Rio Grande Regi	$0.00	$293,279.69	$0.00	$0.00
Knapp Medical Center	$0.00	$0.00	$0.00	$0.00
Doctor's Hospital at Renaissance	$0.00	$502,773.92	$125,693.48	$0.00
	$0.00	**$1,166,864.15**	**$125,693.48**	**$0.00**

Provider Name	Total Approved IGT for Round 2 DSRIP
McAllen Hospitals LP dba Edinburg Regional Medical	$8,400,740.02
Columbia Rio Grande Healthcare dba Rio Grande Regi	$2,686,774.76
Knapp Medical Center	$471,436.59
Doctor's Hospital at Renaissance	$7,927,954.88
	$19,486,906.25

Balance Sheet Summary

FJBAS01A

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1258 LOCAL PROVIDER PARTICIPATION FUND					
6-1258-101-00-000-000-0-000 LPPF-CASH		41,971,574.58	18,628,675.54	-9,392,519.03	32,579,055.55
6-1258-101-00-000-001-0-000 LPPF-1115 WAIVER CASH		22,812,860.78	.00	-22,812,860.78	.00
6-1258-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND		.00	.00	.00	.00
	Total Assets	**64,784,435.36**	**18,628,675.54**	**-32,205,379.81**	**32,579,055.55**

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1258	**LOCAL PROVIDER PARTICIPATION FUND**				
6-1258-201-00-000-000-0-000	LPPF-ACCR SALARY, WAGES & FRINGE	.00	.00	.00	.00
6-1258-202-00-000-000-0-000	LPPF-ACCOUNTS PAYABLE	.00	.00	.00	.00
6-1258-202-00-000-001-0-000	LPPF-A/P 1115 WAIVER	22,812,860.78	.00	-22,812,860.78	.00
	Total Liabilities	**22,812,860.78**	**.00**	**-22,812,860.78**	**.00**
6-1258-270-00-000-000-0-000	LPPF-BUDGETED FUND BALANCE	.00	-4,044,275.08	-41,971,574.58	-41,971,574.58
6-1258-258-00-000-000-0-000	LPPF-UNASSIGNED FUND BALANCE	41,971,574.58	.00	.00	41,971,574.58
	Total Equity	**41,971,574.58**	**-4,044,275.08**	**-41,971,574.58**	**.00**
6-1258-275-00-000-000-0-000	LPPF-ESTIMATED REVENUES	.00	-15,587,237.85	-15,587,237.85	-15,587,237.85
6-1258-276-00-000-000-0-000	LPPF-REVENUE CONTROL	.00	18,628,675.54	28,534,780.47	28,534,780.47
6-1258-271-00-000-000-0-000	LPPF-APPROPRIATIONS	.00	19,631,512.93	57,558,812.43	57,558,812.43
6-1258-272-00-000-000-0-000	LPPF-EXPENDITURE CONTROL	.00	.00	-37,927,299.50	-37,927,299.50
6-1258-273-00-000-000-0-000	LPPF-ENCUMBRANCE CONTROL	.00	.00	.00	.00
6-1258-274-00-000-000-0-000	LPPF-RESERVED FOR ENCUMBRANCES	.00	.00	.00	.00
	Total Controls	**.00**	**22,672,950.62**	**32,579,055.55**	**32,579,055.55**
	Total Equity and Controls	**41,971,574.58**	**18,628,675.54**	**-9,392,519.03**	**32,579,055.55**
	Total Liabilities, Equity and Controls	**64,784,435.36**	**18,628,675.54**	**-32,205,379.81**	**32,579,055.55**
	Total Other Sources/Uses	**.00**	**.00**	**.00**	**.00**

*Fund is in Balance .00

AI-57758 **Fire Marshal's Office** **13. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Requesting approval of Amendment to the following 2016 Rural Emergency Services Interlocal Agreement(s) with:
1. City of Weslaco
2. City of Mercedes

BACKGROUND

Form was submitted & approved by District Attorneys Office.

The purpose of the Amendment is to clarify verbage from the original contract and re-attach updated map/s to reflect current County/City limits.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-013-0-841

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

BUDGETARY IMPACT:

Funds available as of 12/9/16.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-019-0-841

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

BUDGETARY IMPACT:

Funds available as of 12/9/16.

Attachments

Mercedes Amendment
Weslaco Amendment
legal

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	12/09/2016 02:57 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Glinda Pacheco Started On: 12/09/2016 11:25 AM

Final Approval Date: 12/09/2016

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF MERCEDES
AND
HIDALGO COUNTY, TEXAS
RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF MERCEDES** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **13th** day of **December, 2016.**

WHEREAS, City of Mercedes and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of Mercedes agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of Mercedes hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

"EXHIBIT C-Map / CITY OF MERCEDES FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "**.1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF MERCEDES

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

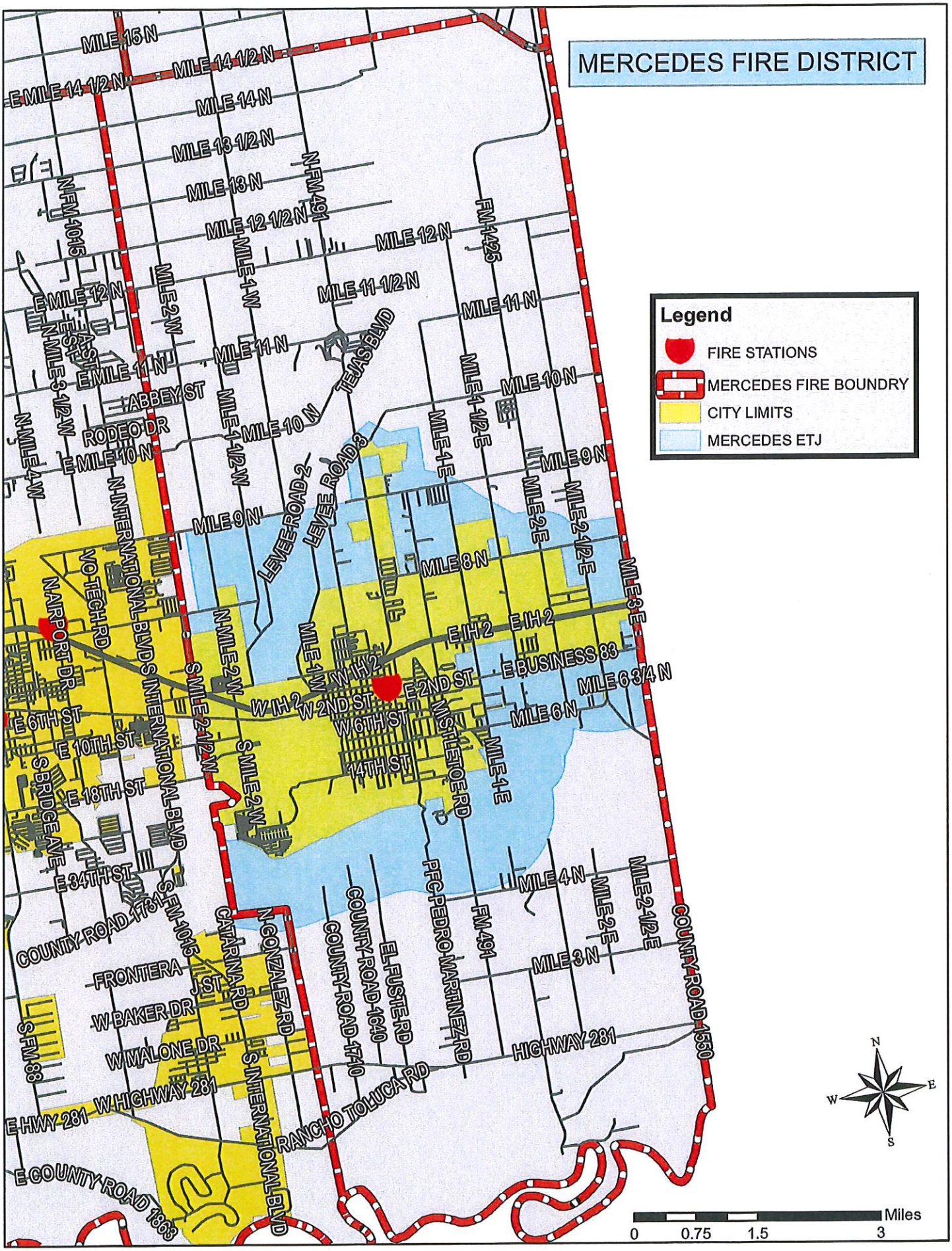
By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. 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


MERCEDES FIRE DISTRICT
Legend
FIRE STATIONS
MERCEDES FIRE BOUNDRY
CITY LIMITS
MERCEDES ETJ
MILE 15 N
E MILE 14 1/2 N
MILE 14 1/2 N
MILE 14 N
MILE 13 1/2 N
MILE 13 N
MILE 12 1/2 N
MILE 12 N
MILE 11 1/2 N
MILE 11 N
MILE 10 N
MILE 9 N
MILE 8 N
MILE 6 N
MILE 6 3/4 N
MILE 4 N
MILE 3 N
N FM 1015
N FM 491
FM 1425
MILE 2 W
MILE 1 W
MILE 1 E
MILE 1 1/2 E
MILE 2 E
MILE 2 1/2 E
MILE 3 E
E MILE 3 1/2 W
E MILE 4 W
E MILE 10 N
E MILE 11 N
E MILE 12 N
ABBEY ST
RODEO DR
TEJAS BLVD
LEVEE ROAD 2
LEVEE ROAD 3
N AIRPORT DR
VO TECH RD
N INTERNATIONAL BLVD
S INTERNATIONAL BLVD
W IH 2
E IH 2
W 2ND ST
E 2ND ST
E BUSINESS 83
W 6TH ST
E 6TH ST
E 10TH ST
E 18TH ST
E 34TH ST
S BRIDGE AVE
S MILE 2 W
S MILE 2 1/2 W
MISTLETOE RD
14TH ST
COUNTY ROAD 1731
S FM 1015
FRONTERA
J ST
CATARINA RD
N GONZALEZ RD
COUNTY ROAD 1640
COUNTY ROAD 1710
EL FUSTER RD
PFC PEDRO MARTINEZ RD
FM 491
COUNTY ROAD 1550
W BAKER DR
W MALONE DR
S FM 88
W HIGHWAY 281
E HWY 281
HIGHWAY 281
RANCHO TOLUCA RD
E COUNTY ROAD 1863
N
S
E
W
Miles
0
0.75
1.5
3

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF WESLACO
AND
HIDALGO COUNTY, TEXAS
RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF WESLACO** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **13th** day of **December, 2016.**

WHEREAS, City of Weslaco and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of Weslaco agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of Weslaco hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

"EXHIBIT C-Map / CITY OF WESLACO FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "**C**". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "**.1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF WESLACO

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

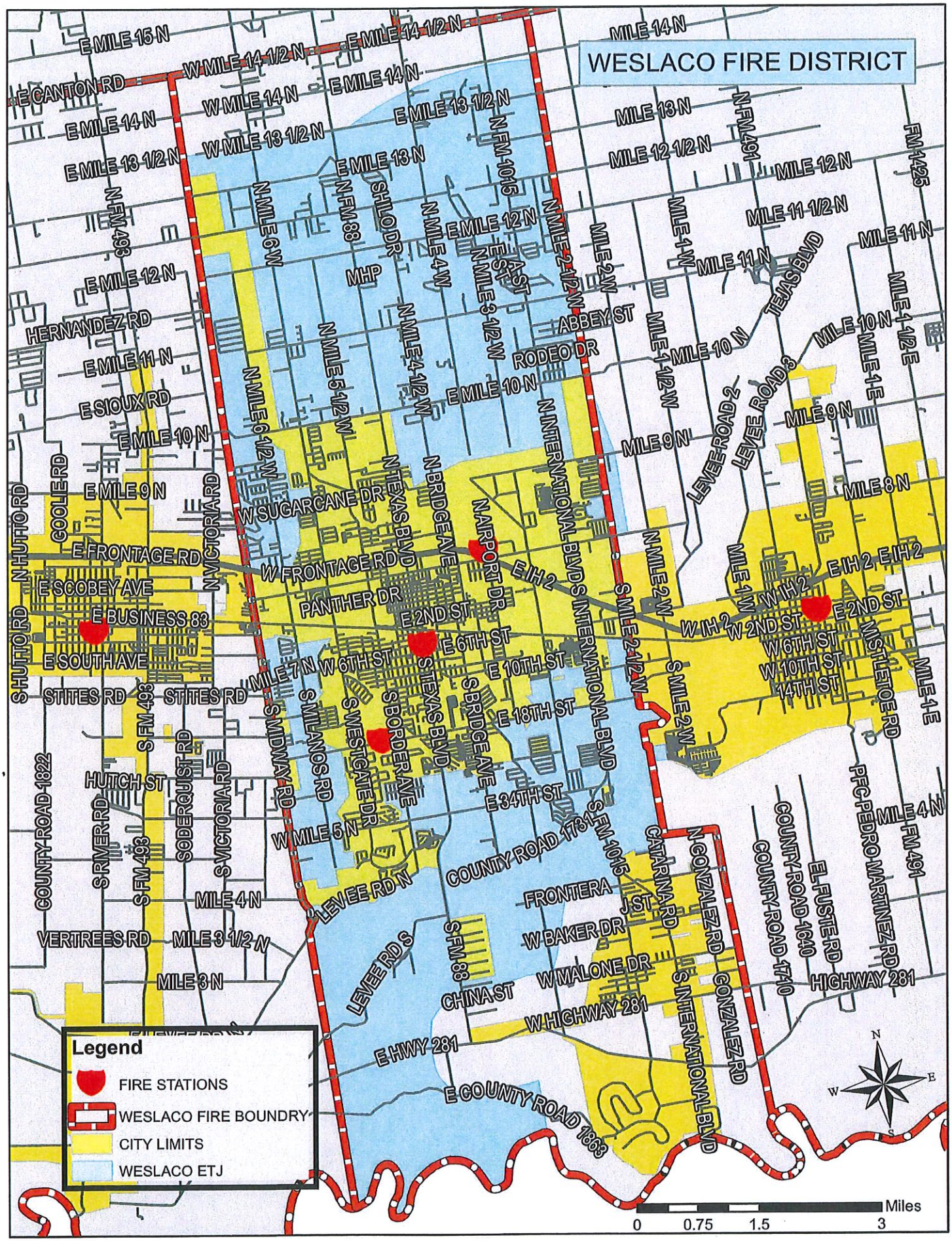
By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. 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


WESLACO FIRE DISTRICT
Legend
FIRE STATIONS
WESLACO FIRE BOUNDRY
CITY LIMITS
WESLACO ETJ
Miles
0
0.75
1.5
3
N
S
E
W
E MILE 15 N
W MILE 14 1/2 N
E MILE 14 1/2 N
MILE 14 N
E CANTON RD
W MILE 14 N
E MILE 14 N
E MILE 13 1/2 N
W MILE 13 1/2 N
E MILE 13 N
N FM 1015
MILE 13 N
MILE 12 1/2 N
N FM 491
FM 1425
N FM 88
SHILO DR
N MILE 6 W
MHP
N MILE 4 W
E MILE 12 N
N MILE 3 1/2 W
EAST
N MILE 2 1/2 W
MILE 2 W
MILE 1 W
MILE 12 N
MILE 11 1/2 N
MILE 11 N
TEXAS BLVD
MILE 11 N
E MILE 12 N
HERNANDEZ RD
ABBEY ST
RODEO DR
MILE 1 1/2 W
MILE 10 N
MILE 10 N
MILE 1 E
MILE 1 1/2 E
E MILE 11 N
E SIOUX RD
N MILE 6 1/2 W
N MILE 5 1/2 W
N MILE 4 1/2 W
E MILE 10 N
N INTERNATIONAL BLVD
LEVEE ROAD 2
LEVEE ROAD 3
MILE 9 N
MILE 9 N
E MILE 10 N
GOOLIE RD
E MILE 9 N
W SUGARCANE DR
N TEXAS BLVD
N BRIDGE AVE
N AIRPORT DR
MILE 8 N
N HUTTO RD
N VICTORIA RD
E FRONTAGE RD
W FRONTAGE RD
E IH 2
E IH 2
E IH 2
E SCOBEY AVE
PANTHER DR
S MILE 2 W
MILE 1 W
W IH 2
E 2ND ST
E BUSINESS 83
E 2ND ST
W 2ND ST
W 6TH ST
E 6TH ST
W 6TH ST
E 10TH ST
W 10TH ST
14TH ST
MISTLETOE RD
E SOUTH AVE
S HUTTO RD
MILE 7 N
S MILE 2 1/2 W
MILE 1 E
STITES RD
STITES RD
S FM 493
S MIDWAY RD
S MILANOS RD
S WESTGATE DR
S BORDER AVE
S TEXAS BLVD
S BRIDGE AVE
E 18TH ST
S INTERNATIONAL BLVD
S MILE 2 W
HUTCH ST
COUNTY ROAD 1822
S RIVER RD
S FM 493
SODERQUIST RD
S VICTORIA RD
W MILE 5 N
E 34TH ST
S FM 1015
COUNTY ROAD 1731
PFC PEDRO MARTINEZ RD
MILE 4 N
FM 491
COUNTY ROAD 1640
EL FUSTE RD
CATARINA RD
N GONZALEZ RD
LEVEE RD N
FRONTERA
J ST
MILE 4 N
VERTREES RD
MILE 3 1/2 N
W BAKER DR
S FM 88
LEVEE RD S
W MALONE DR
S INTERNATIONAL BLVD
GONZALEZ RD
HIGHWAY 281
MILE 3 N
CHINA ST
W HIGHWAY 281
E HWY 281
E COUNTY ROAD 1863

From: "Glinda Pacheco" <glinda.pacheco@co.hidalgo.tx.us>
To: "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>
Sent: Friday, April 1, 2016 9:34:34 AM
Subject: Fwd: 2016 RSA

Good morning,

Can you please attach this email to AI-53840 as legals approval

Thank you,
Glinda Pacheco
Planning Analyst
County of Hidalgo Texas
Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg ,TX 78539
Phone: 956-292-7025 Ext: 5411
Fax: 956-292-7035
glinda.pacheco@co.hidalgo.tx.us

From: "Victor Garza" <victor.garza@da.co.hidalgo.tx.us>
To: "Glinda Pacheco" <glinda.pacheco@co.hidalgo.tx.us>
Sent: Friday, April 1, 2016 9:08:58 AM
Subject: 2016 RSA

Ms. Pacheco,

our office has reviewed the proposed amendment to the 2016 Rual Emergency Services Agreement and at this time approve as to the form of the Amendment.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

AI-57531 **Adult Probation** **14. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Adult Probation DWI Court (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2,918.00.
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2,918.00

BACKGROUND

DWI grant program income:
October 2016 $2,918.00

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1289-423-00-320-032-7-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office; appropriation of funds.

Attachments

DWI October Alio Revenues
DWI approved budget
DWI October appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/30/2016 03:43 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Maria Castilleja		Started On: 11/30/2016 03:04 PM
Final Approval Date: 12/09/2016		

Account No/Description			Budget	Amount	Receivable
6-1289-334-10-320-032-7-000 DWI CRT-REVENUES					
		*** Beginning Balance**	**166,527.00**	**17,531.18**	**148,995.82**
		*** Ending Balance**	**166,527.00**	**17,531.18**	**148,995.82**
6-1289-342-30-320-032-7-000 DWI CRT PROGRAM INCOME					
		*** Beginning Balance**	**.00**	**2,399.00**	**-2,399.00**
* Budget Entries					
DATE REFERENCE BATCH DESCRIPTION					
11/01/16 JE164791 16006479 BUDGET AMENDMENT CC 11/1/16			2,399.00		
		Total	**2,399.00**		
* Receipts					
DATE RECEIPT NO. BATCH RECEIVED FROM		DESCRIPTION			
11/08/16 204286 16006595 ADULT PROBATION	11/02/16	10/2016		2,918.00	
		Total		**2,918.00**	
		*** Ending Balance**	**2,399.00**	**5,317.00**	**-2,918.00**
1289 DESIGNATED PURPOSE GRANTS LVL 9			168,926.00	22,848.18	146,077.82
6 YEAR 2016			168,926.00	22,848.18	146,077.82

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413907 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County DWI Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$41,417.00	$0.00	$0.00	$0.00	$41,417.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending In-State trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending national trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
		Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the						

Personnel	Probation Officer	program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$63,355.00	$0.00	$0.00	$565.00	$63,920.00	100
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items:. FICA 7.65%. Retirement 11.25%. Unemployment .60%. Health Insurance 18%.	$38,455.00	$0.00	$0.00	$4,752.00	$43,207.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1,000 Alcohol Testing EtG kits @$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence while in the program.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0

		Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.						
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name**: apatrick

DATE: November 15, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-032-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	032-	7-	113		DWI Court-	Full-Time Employees	2,437.00
6-1289-423-00-320-	032-	7-	117		DWI Court-	Supplemental Pay	0.00
6-1289-423-00-320-	032-	7-	211		DWI Court-	Health Insurance	0.00
6-1289-423-00-320-	032-	7-	212		DWI Court-	Life Insurance	0.00
6-1289-423-00-320-	032-	7-	220		DWI Court-	FICA	186.00
6-1289-423-00-320-	032-	7-	230		DWI Court-	Retirement	280.00
6-1289-423-00-320-	032-	7-	250		DWI Court-	Unemployment Compensation	15.00
					TOTAL APPROPRIATION		**2,918.00**
6-1289-342-30-320-	032-	7-	000		DWI Court Program Income		2,918.00
					TOTAL REVENUES		**2,918.00**

REASON:

To allocate the GPI for the FY2017 DWI Grant Budget #2413907 from 10/1/2016-10/31/2016.
The total GPI is equal to $2,918.00.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

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 8, 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 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 program income in the amount of $2,399.00 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2017. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

$2,918.00 October 2016 DWI Program Income

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/9/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 138TH 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.

DATE: November 15, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-032-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-032-7-113	DWI Court-	Full-Time Employees	2,437.00
6-1289-423-00-320-032-7-117	DWI Court-	Supplemental Pay	0.00
6-1289-423-00-320-032-7-211	DWI Court-	Health Insurance	0.00
6-1289-423-00-320-032-7-212	DWI Court-	Life Insurance	0.00
6-1289-423-00-320-032-7-220	DWI Court-	FICA	186.00
6-1289-423-00-320-032-7-230	DWI Court-	Retirement	280.00
6-1289-423-00-320-032-7-250	DWI Court-	Unemployment Compensation	15.00
	TOTAL APPROPRIATION		**2,918.00**
6-1289-342-30-320-032-7-000	DWI Court Program Income		2,918.00
	TOTAL REVENUES		**2,918.00**

REASON:

To allocate the GPI for the FY2017 DWI Grant Budget #2413907 from 10/1/2016-10/31/2016.
The total GPI is equal to $2,918.00.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

AI-57531 **Adult Probation** **21. 0.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Adult Probation DWI Court (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2,918.00.
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2,918.00

BACKGROUND

DWI grant program income:
October 2016 $2,918.00

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1289-423-00-320-032-7-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office; appropriation of funds.

Attachments

DWI October Alio Revenues
DWI approved budget
DWI October appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/30/2016 03:43 PM
Final Approval		
Form Started By: Maria Castilleja		Started On: 11/30/2016 03:04 PM

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Wednesday, November 30, 2016 3:38 PM
To: Rossana Schettino
Subject: DWI gpi

Please certify the revenues for the DWI grant for October 2016. I have created agenda item AI-57531. Thanks.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Budget/Fiscal Director
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

Confidentiality Notice This email message, including all the attachments, is for the sole use of the intended recipient(s) and contains confidential information. Unauthorized use or disclosure is prohibited. If you are not the intended recipient, you may not use, disclose, copy or disseminate this information. If you are not the intended recipient, please contact the sender immediately by reply email and destroy all copies of all copies of the original message, including attachments.

Account No/Description			Budget	Amount	Receivable
6-1289-334-10-320-032-7-000 DWI CRT-REVENUES					
		*** Beginning Balance**	**166,527.00**	**17,531.18**	**148,995.82**
		*** Ending Balance**	**166,527.00**	**17,531.18**	**148,995.82**
6-1289-342-30-320-032-7-000 DWI CRT PROGRAM INCOME					
		*** Beginning Balance**	**.00**	**2,399.00**	**-2,399.00**
* Budget Entries					
DATE REFERENCE BATCH DESCRIPTION					
11/01/16 JE164791 16006479 BUDGET AMENDMENT CC 11/1/16			2,399.00		
		Total	**2,399.00**		
* Receipts					
DATE RECEIPT NO. BATCH RECEIVED FROM		DESCRIPTION			
11/08/16 204286 16006595 ADULT PROBATION 11/02/16		10/2016		2,918.00	
		Total		**2,918.00**	
		*** Ending Balance**	**2,399.00**	**5,317.00**	**-2,918.00**
1289 DESIGNATED PURPOSE GRANTS LVL 9			168,926.00	22,848.18	146,077.82
6 YEAR 2016			168,926.00	22,848.18	146,077.82

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413907 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County DWI Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$41,417.00	$0.00	$0.00	$0.00	$41,417.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending In-State trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending national trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
		Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the						

Personnel	Probation Officer	program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$63,355.00	$0.00	$0.00	$565.00	$63,920.00	100
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items:. FICA 7.65%. Retirement 11.25%. Unemployment .60%. Health Insurance 18%.	$38,455.00	$0.00	$0.00	$4,752.00	$43,207.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1,000 Alcohol Testing EtG kits @$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence while in the program.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0

		Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.						
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name**: apatrick

AI-57747 **Urban County** **15. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval for the Second Amendment to the 2014 HOME Community Housing Development Organization (CHDO) Program agreement between Hidalgo County Urban County Program and Proyecto Azteca and approval of the addendum (Right of Exercise) with Proyecto Azteca.

BACKGROUND

Proyecto Azteca has requested an amendment to the budget of the 2014 CHDO Agreement in order to allow for reimbursement of soft costs and developer's fees. The decrease in the overall budget in the amount of $18,537 is due to the fact that the original budget included estimated bid amounts. Now however, Proyecto Azteca has actual bid amounts and as such, the total budget has decreased. The amendment will not change the total contract amount or amount of units to produce in the agreement between the UCP and Proyecto Azteca. The original budget and new budget line items being requested are as follows:

Original Budget

	HOME Funds	Leveraged Funds	Total Cost
Acquisition	---	$57,500	$57,500
Construction Costs	$475,000	$27,500	$502,500
Soft Costs	---	$100,147	$100,147
Developer's Fee	---	---	---
Totals	**$475,000**	**$185,147**	**$660,147**

Proposed Budget

	HOME Funds	Leveraged Funds	Total Cost
Acquisition		$57,500	$57,500

Construction Costs	$423,288	$27,500	$450,788
Soft Costs	$21,500	$81,610	$103,110
Developer's Fee	$30,212		$30,212
Totals	**$475,000**	**$166,610**	**$641,610**

Amendment to Agreement Approved by legal December 8, 2016

Fiscal Impact

Attachments

backup

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	12/09/2016 08:45 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Olga Lerma		Started On: 12/08/2016 04:42 PM
Final Approval Date: 12/09/2016		

STATE OF TEXAS §

COUNTY OF HIDALGO §

SECOND AMENDMENT TO AGREEMENT FOR GRANT OF HOME FUNDS

This Second Amendment to Agreement is made this _____ day of _____, 2016 by and between Hidalgo County, Texas (the "County") and Proyecto Azteca, a Texas nonprofit corporation ("CHDO");

WHEREAS, County and CHDO entered into a into that certain Agreement for Grant of Home Funds dated October 14, 2014 (the "Agreement") in which the CHDO agrees to develop affordable housing pursuant to County's HOME Program as defined and described in the Agreement;

WHEREAS, the parties have now determined to amend the Agreement to allow for reimbursement of soft costs and developer's fees thereby altering the Budget in the Agreement.

NOW THEREFORE, for and in consideration of the decrease of the budget to the Agreement County and CHDO hereby mutually agree to the following Amendment to the Agreement:

1. Section II C of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

   SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN AT THIS POINT FOR ALL PURPOSES.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. County and CHDO ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

CHDO:

PROYECTO AZTECA

_____

By: _____

Its: _____

APPROVED AS TO FORM;

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

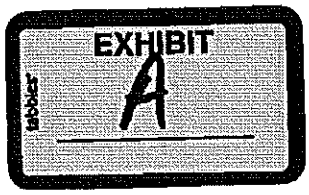
Stephen L. Crain

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $166,610 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$_____	$ 57,500	$ 57,500
Acq./Construction	$ 423,288	$ 27,500	$ 450,788
Soft Costs	$ 21,500	$ 81,610	$ 103,110
Developer's Fee	$ 30,212	$_____	$ 30,212

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.



AI-57750 **Urban County** **15. B.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval for the First Amendment to the 2015 HOME Community Housing Development Organization (CHDO) Program agreement between Hidalgo County Urban County Program and Proyecto Azteca and approval of the addendum (Right of Exercise) with Proyecto Azteca.

BACKGROUND

Proyecto Azteca has requested an amendment to the budget of the 2015 CHDO Agreement in order to allow for reimbursement of soft costs and developer's fees. The increase in the overall budget in the amount of $47,463 is due to the fact that Proyecto Azteca utilized unanticipated leveraged funds for the purchase of the lots which was not included in the original budget. The amendment will not change the total contract amount or amount of units to produce in the agreement between the UCP and Proyecto Azteca. The original budget and new budget line items being requested are as follows:

Original Budget

	HOME Funds	Leveraged Funds	Total Cost
Pre-Development	---	---	---
Acq/Construction	$300,000	$27,500	$327,500
Soft Costs	---	$90,147	$90,147
Totals	**$300,000**	$117,647	$417,647

Proposed Budget

	HOME Funds	Leveraged Funds	Total Costs
Pre-Development	---	---	---
Acq/Construction	$262,500	$83,500	$346,000
Soft Costs	$11,250	$81,610	$92,860

Developer's Fee	$26,250	---	$26,250
Totals	**$300,000**	**$165,110**	**$465,110**

Amendment to Agreement Approved by legal December 8, 2016

Fiscal Impact

Attachments

backup

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	12/09/2016 08:46 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Olga Lerma		Started On: 12/09/2016 08:02 AM
Final Approval Date: 12/09/2016		

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO AGREEMENT FOR GRANT OF HOME FUNDS

This First Amendment to Agreement is made this _____ day of _____, 2016 by and between Hidalgo County, Texas (the "County") and Proyecto Azteca, a Texas nonprofit corporation ("CHDO");

WHEREAS, County and CHDO entered into a into that certain Agreement for Grant of Home Funds dated October 27, 2015 (the "Agreement") in which the CHDO agrees to develop affordable housing pursuant to County's HOME Program as defined and described in the Agreement;

WHEREAS, the parties have now determined to amend the Agreement to allow for reimbursement of soft costs and developer's fees thereby altering the Budget in the Agreement.

NOW THEREFORE, for and in consideration of the increase of the budget to the Agreement County and CHDO hereby mutually agree to the following Amendment to the Agreement:

1. Section II C of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

   SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN AT THIS POINT FOR ALL PURPOSES.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. County and CHDO ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr. County Clerk

CHDO:

PROYECTO AZTECA

_____

By: _____

Its: _____

APPROVED AS TO FORM;

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

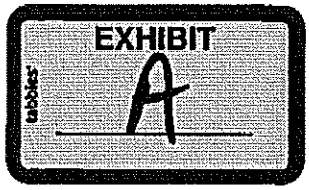
Stephen L. Crain

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $165,110 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$_____	$_____	$_____
Acq./Construction	$ 262,500	$ 83,500	$ 346,000
Soft Costs	$ 11,250	$ 81,610	$ 92,860
Developer's Fee	$ 26,250	$_____	$ 26,250

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.



AI-57681 **Urban County** **15. C.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for Professional Services;

2. Presentation of the scoring grid for the purposes of ranking by Commissioners' Court of at least three (3) Geo-Technical and Construction Material Testing firms from the County's approved "pool" as graded and evaluated by Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453 DRS210068/DRS220068 Delta Area Connector East Lateral Project Phase I/Phase III.

Engineering Services	Grade	Ranked
Professional Service Industries, Inc.	91	
Raba Kistner Consultants	99	
Terracon	90	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of Geo-Technical and Construction Material Testing Services for the Delta Area Connector East Lateral Project Phase I/Phase III.

BACKGROUND

The three (3) Professional Engineering Services firms rated from the County's approved "pool" are: Professional Services Industries, Inc., Raba Kistner Consultants and Terracon.

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2016 02:00 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Sandra Regalado Started On: 12/07/2016 11:15 AM

Final Approval Date: 12/09/2016

Delta Area Connector/East Lateral Project
Phase I/ Phase III

Professional Engineering Services –
Construction Materials Geo-Technical Testing Pool

Grading-Ranking Grid

Criteria	Professional Service Industries, Inc.			Raba Kistner, Inc.			Terracon		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Staffing of Project Team	25	24	25	25	24	25	25	22	25
Experience of Project Team/Ability to Commit Resources	20	20	20	20	20	20	20	18	20
Methodology/Experience/ Availability of Project manager	16	18	20	19	20	20	15	17	20
Understanding of Project/Similar Projects	23	21	21	25	25	24	25	21	21
Familiarity with Applicable Rules and Regulations	10	8	3	10	10	10	10	8	3
TOTALS	94	91	89	99	99	99	95	86	89
AVERAGES	274 / 3 = 91			297 / 3 = 99			270 / 3 = 90		
RATING									

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	8
Comments/Rationale for points:	TOTAL	16
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	9
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	TOTAL	23
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	TOTAL	10
	TOTAL SCORE:	94

Project Name: Delta Area Connector East Lateral Project Phase I & Phase III

Department: Pct. 1

Firm/Participant: Name: PSI Engineering, Consulting, Testing

Evaluator: Raul Lozano Date: 11-4-16

RECEIVED
DEC - 5 2016
Urban County
Program

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	**24**
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	**20**
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	9
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	9
Comments/Rationale for points:	**TOTAL**	**18**
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	9
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	**TOTAL**	**21**
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	3
Comments/Rationale for points:	**TOTAL**	**8**
	TOTAL SCORE:	**91**

Project Name: Delta Area Connector/East Lateral Project Phase I & Phase III

Department:: Urban County

Firm/Participant: Name: Professional Service Industries, Inc.

Evaluator: Heidi Garcia Ortiz Date: 12/03/16

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	3
Comments/Rationale for points: Meets most criteria, but must address Appropriate Rules and Regulations	TOTAL	21
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	0
Comments/Rationale for points: Must include narrative of Applicable rules and regulations and State knowledge of Applicable Codes and professional Standards	TOTAL	3
	TOTAL SCORE:	89

Project Name: Delta Area Connector East Lateral Project Phase I & Phase III

Department: Hidalgo County Urban County Program

Firm/Participant: Name: Professional Service Ind.

Evaluator: Antonio Barco Date: Nov. 3, 2016

EXHIBIT "B"

Evaluation Criteria and Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"
RFQ NO: 2016-003-02-17-HGO

RECEIVED
NOV 7 2016
Urban County Program

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	9
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	TOTAL	19
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	TOTAL	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	TOTAL	10
	TOTAL SCORE:	99

Project Name: Delta Area Connector East Lateral Project Phase I & Phase III
Department: Pct. 1
Firm/Participant: Name: Raba Kistner, Inc
Evaluator: Raul Lozano Date: 11-4-16

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	4
Comments/Rationale for points:	**TOTAL**	**24**
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	**20**
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	**TOTAL**	**20**
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	**25**
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	5
Comments/Rationale for points:	**TOTAL**	**10**
	TOTAL SCORE:	**99**

Project Name: Delta Area Connector/East Lateral Project Phase I & Phase III

Department:: Urban County

Firm/Participant: Name: Raba Kistner Consultants, Inc.

Evaluator: Heidi Garcia Ortiz Date: 12/03/16

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points: Must address Appropriate Federal State and local regulations	TOTAL	24
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	10
	TOTAL SCORE:	99

Project Name: Delta Area Connector East Lateral Project Phase I & Phase III

Department: Hidalgo County Urban County Program

Firm/Participant Name: Raba Kistner, Inc.

Evaluator: Antonio Barco Date: Nov. 3, 2016

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	7
Comments/Rationale for points:	TOTAL	15
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	TOTAL	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	TOTAL	10
	TOTAL SCORE:	95

Project Name: Delta Area Connector East Lateral Project Phase I & Phase III

Department: Pct. 1

Firm/Participant: Name: Terracon Consultants Inc.

Evaluator: Raul Lozano Date: 11-4-16

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	7
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	**22**
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	9
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	9
Comments/Rationale for points:	**TOTAL**	**18**
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	9
Comments/Rationale for points:	**TOTAL**	**17**
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	9
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	3
Comments/Rationale for points:	**TOTAL**	**21**
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	3
Comments/Rationale for points:	**TOTAL**	**8**
	TOTAL SCORE:	**86**

Project Name: Delta Area Connector/East Lateral Project Phase I & Phase III

Department:: Urban County

Firm/Participant: Name: Terracon

Evaluator: Heidi Garcia Ortiz Date: 12/03/16

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	3
Comments/Rationale for points: Must address Appropriate Federal State and local regulations and more RFQ responsive	TOTAL	21
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	0
Comments/Rationale for points: Must provide Narrative of Applicable rules and regulations and past firm experience of Appropriate codes, professional standards & policies	TOTAL	3
	TOTAL SCORE:	89

Project Name: Delta Area Connector East Lateral Project Phase I & Phase III

Department: Hidalgo County Urban County Program

Firm/Participant: Name: Terracon Consultants Inc.

Evaluator: ANTONIO BARCO Date: Nov. 3, 2016

AI-57674 **Urban County** **15. D.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a program amendment for the City of Palmview. The proposed amendment is for the Fiscal Year 25 (2012) Work Plan.

BACKGROUND

A Public Hearing was held on Tuesday, November 29, 2016 at 6:00 P.M. at the Palmview City Hall and citizen participation requirements have been met. The City of Palmview approved the amendment as proposed for funding year 25 (2012). All funding will be utilized for the already approved, La Homa Street Improvement project. See attached copy of Public Hearing Notice, Sign In Sheet, City Excerpts of Meeting Minutes and Letter of request for approval from the City of Palmview.

Fiscal Impact

Attachments

City of Palmview Amendment WorkPlan

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Olga Lerma Started On: 12/07/2016 09:31 AM

Final Approval Date: 12/09/2016

CITY OF PALMVIEW
TEXAS

MAYOR
Gerardo Pérez

MAYOR PRO-TEM
Ricardo Villarreal

COUNCILMEN
Joselito Hernandez
Arlando Nacianceno
Joel Garcia Jr.

COUNCILWOMAN
Graciela S. Flores

CITY MANAGER
Ramón Segovia

DIR. OF CITY SERVICES
David Nacianceno

Ms. Diana R. Serna:

RE: Amendment approval

Ms. Serna:

Please be advised that the City of Palmview held a public hearing on November 29, 2016 for the proposed Program Amendment for Palmview surplus funding. Thereafter, a special meeting was held where the city approved the amendment as presented. Please proceed to place an item before Hidalgo County Commissioner's Court for final approval. This will allow for the continued funding for the La Homa Street Improvements.

Should you have any questions please feel free to contact our office at your convenience.

Respectfully,

David Nacianceno,
Asst. City Manager

PUBLIC HEARING NOTICE
CITY OF PALMVIEW

Published On: October 24, 2016

PROGRAM AMENDMENT

In compliance with the Community Development Block Grant (CDBG) requirements, the **City of Palmview** will conduct a Public Hearing to solicit input from interested parties on the City's proposed program amendment to its Urban County Program **Year 25 (2012).**

En conformidad con los requisitos del Programa del Desarrollo Comunitario de Concesion de bloque (CDBG), La Ciudad de Palmview llevará acabo una audiencia pública para solicitar la opinión de aquellos interesados en el Presupuesto sustancial y enmienda del Programa Urbano del Condado Hidalgo del año de financiamiento 25 (2012).

The Public Hearing will be held on **Tuesday, November 29, 2016 at 6:00 P.M. at the City of Palmview City Hall located at 400 W. Veterans Blvd., Palmview, Texas 78572.**

*La Audiencia Pública se llevará a cabo el **Martes, 29 de noviembre 2016** a las **6:00 PM** en la **Oficina de la ciudad de Palmview ubicada en 400 W. Veteran Blvd., Palmview, Texas 78572.***

Existing Budget	**Year/ Activities**	**Proposed Budget**
Presupuesto existente	***Año / Actividad***	***Propuesta de Presupuesto***
$105,317.53	2012 Street Improvements/*Mejoras de Calles*	$105,317.53

The proposed amendment will not have a Budget change, however the Program change will ADD the La Homa Street Improvements Project description to the 2012 Annual Action Plan in order to utilize the surplus funding available. The improvements on South La Homa Road will open South La Homa Road to connect to Business Hwy 83. Project will consist of the following: construction of bridge, land acquisition, paving of street, material testing fees, professional service fees, etc. Location: South La Homa and Business 83 in Palmview, Texas

La modificación propuesta no tendrá un cambio en el presupuesto, sin embargo, el cambio de programa añadirá la descripción para el Proyecto de Mejoras de Calles- La Homa Road, al Plan de Acción Anual del año 2012 con el fin de utilizar los fondos excedentes disponibles. El proyecto consiste en la construcción de la carretera Sur La Homa, con el fin de abrirla para conectarla con la carretera de Business Highway 83. El proyecto propuesto consistirá en la construcción de un puente, la adquisición de tierras, pavimentación de calles, las tasas de ensayo de materiales, honorarios por servicios profesionales, etc. Ubicación: Sur de La Carretera Homa y Business Highway 83 en Palmview, Texas.

Accommodations for individuals with handicaps shall be provided upon request.
Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Presentation may be presented in English or Spanish as requested by persons present at Hearing.
Las presentaciones se haran en español o ingles para aquellas personas que asi lo deseen.

For more information, please come by our office at:
Para obtener más información, por favor venga a nuestra oficina localizada:
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516 or call *o llame al* (956) 787-8127.

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:

Mayor Gerardo Perez
City of Palmview, 400 W. Veteran Blvd., Palmview, Texas 78572.

TAKE NOTICE THAT A SPECIAL MEETING
OF THE CITY OF PALMVIEW
WILL BE HELD AT THE
Palmview Municipal Building Located
ON 400 WEST VETERANS BOULEVARD
PALMVIEW, TEXAS
COMMENCING AT 6:00 P.M.
ON THE 29th of November, 2016.

"At anytime during the course of this meeting, The City Council may retire to Executive Session under Texas Government Code §551.071 (2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Counsel under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government. Further, at anytime during the course of this meeting, The City Council may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

I. Call to Order

II. Invocation and Pledge of Allegiance

III. Certify Posting of Agenda

IV. Discussion & Possible Action Items:

1.) Public Hearing for Proposed Urban County Program Funding Fiscal Year 25 (2012) Amendment

a.) Opening of Public Hearing
b.) Public Comments
c.) Closing of Public Hearing

2.) Discussion & Possible Action to Approve Urban County Program Funding Fiscal Year 25 (2012) Amendment.

V. Adjournment

CERTIFICATION

I certify that the agenda notice of a Special Meeting of the City of Palmview 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 **23rd of November, 2016** –4:00 p.m., in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551-041 - §551.050).

Bertha Garza
City Secretary

City of Palmview
Public Hearing
November 29, 2016
@ 6:00 p.m.

Sign In Sheet

1.) David Jaciancow - City of Palmview

2.) Victor Gallardo Hidalgo Co. Pct 3 ROW

3.) Juan C Garcia

4.) Guadalupe V. Garcia UCP -

5.) Bertha Garza - City of Palmview

6.) Tony Perez Mayor

7.) Joel Garcia Councilman

8.) Javier Ramos Councilman

9.)

10.) Council Woman

11. Rick Montreal Commissioner

SPECIAL MEETING
NOVEMBER 29, 2016

MEMBERS PRESENT

Jerry Perez	Mayor
Joselito Hernandez	Mayor Pro Tem
Ricardo Villarreal	Councilman
Linda Sarabia	Councilwoman
Javier Ramirez	Councilman
Joel Garcia	Councilman

STAFF

Ramon Segovia	City Manager
David Nacianceno	Assistant City Manager
Bertha Garza	City Secretary

OTHERS

Saul Maldonado
Guadalupe Garcia
Juan Garcia
Victor Gallardo

I. Call to Order

Being a quorum present Mayor Perez called the meeting to order at 6:00 p.m.

II. Invocation and Pledge of Allegiance

City Manager Ramon Segovia recited the invocation and Mayor Perez proceeded with the pledge of allegiance.

III. Certify Posting of Agenda

City Secretary attested the agenda had been posted 72 hours prior to the meeting according to law.

IV. Discussion & Possible Action Items:

1.) Public Hearing for Proposed Urban County Program Funding Fiscal Year 25(2012) Amendment.

Mayor Jerry Perez opened the public hearing at 6:01 p.m.

Guadalupe V. Garcia with the Urban County Program informed the board that the proposed amendment for fiscal year 25 would be to use the surplus funding available for the La Homa street improvement project. Mrs. Garcia provided to the board the information on the amount of money that had been allocated and spent currently on the La Homa Road project for the construction of the bridge, land acquisition, paving of street, material testing fees, and professional service fees. Mrs. Garcia informed the board the monies for fiscal year 2014 and 2015 had been already

allocated for the Park Project on Showers Road. Mrs. Garcia advised the board that additional monies were needed for the La Homa project because of design changes that had been requested. Mr. Saul Maldonado with SAME Engineering provided an update on the La Homa project to the board and advised them that some changes had to be made to the original design because TX Dot had not approved it and the Irrigation district had made some additional requests. Mr. Maldonado informed the board that once the requested changes are made to the project design, the project could move forward on the bidding process.

Mr. Victor Gallardo with the Hidalgo County Precinct # 3 R.O.W. department provided an update to the board on the property acquisitions for the La Homa road project and informed them that they should be completed the process on some of the properties in the next 60 days.

Councilman Ricardo Villarreal asked Mrs. Guadalupe Garcia if monies could still been used for sidewalks on South La Homa. Mrs. Garcia informed Councilman R. Villarreal that it could be included as alternate in case any money is available for it. Mrs. Garcia advised the board on the projects Urban County monies could be used for and what areas in the City qualify for Urban County funding.

Mayor Jerry Perez closed the public hearing at 6:38 p.m.

2.) Discussion & Possible Action to Approve Urban County Program Funding Fiscal Year 25 (2012) Amendment.

Mayor Pro Tem Joselito Hernandez made the motion to approve the amendment for the Urban County program fiscal year 25 (2012) and Councilman Joel Garcia seconded the motion. Motion carried.

V. Adjournment

Being no further business to discuss Mayor Jerry Perez adjourned the meeting at 6:38 p.m.

I, Bertha Garza, as city secretary duly certify that these are true and correct excerpts of the minutes for a special meeting held on November 29,2016 which will be approved on the next scheduled meeting of December 20, 2016.

ATTEST:

City Secretary
City of Palmview, Texas

CITY OF PALMVIEW
HIDALGO CO. TEXAS

AI-57685 **Urban County** **15. E.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authority to purchase kiddie cushion (mulch) through the County's Membership/Participation with BuyBoard's awarded vendor, KBW Supply (contract # 44-14), in the amount of $3,682.56 for Las Flores del Valle and Goza Parks located in Mercedes (FY 2016). Approval subject to HB 1295 compliance.

BACKGROUND

The kiddie cushion (mulch) purchased will be utilized at the Las Flores del Valle and Goza Parks located in Mercedes. See attached quote and back up documentation.

Vendor: KBW Supply
Purchase Amount: **$3,682.56**
Funds Available: $46,456.00 FY 29 (2016) Parks, Recreational Facility

---

Fiscal Impact

Attachments

Price proposal Las Flores del Valle and Goza Parks

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2016 03:40 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Olga Lerma		Started On: 12/07/2016 01:35 PM
Final Approval Date: 12/09/2016		

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: Kinney Bonded Warehouse aka KBW Supply

Contacted: Eddie De Leon
447-14 Phone: (956) 464-4491

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Sale Price	Total Amount
1	Kiddie Cushion 2 cf bag	840	6.49	4.38	0.00	3,682.56
						0.00
					TOTAL	3,682.56

Recommendation: The City recommends purchase of the Kiddie Cushion (mulch) for the playscape area at Goza and Las Flores del Valle Park

Requested By: Olga Rosas 11/30/16
(USE BLUE INK Date

(USE BLUE INK) 12-7-16
Date

RECEIVED
DEC - 1 2016
Urban County Program

KINNEY BONDED WAREHOUSE, INC.

102 North 13th Street
Donna, Texas 78537
956-464-4491
Phone: 956-464-8455 FAX

www.kbwsupply.com

QUOTE
REPRINT
Customer Copy

Number	050802
Date	11/21/16
Page	1

Ship To:		Bill To:	
TEMP	CITY OF MERCEDES GOZA PARK MERCEDES, TX 78570	MER030	CITY OF MERCEDES RICARDO GARCIA 400 S. OHIO AVE MERCEDES, TX 78570

Reference #	Expires	Slsp	Terms	Wh	Freight	Ship Via
EDL	12/15/16	100	NET 30 DAYS	01	PREPAID	DIRECT SHIP

Quoted By:	EDL	Quoted To:	OLGA ROSAS

Item	Description	Ordered	UM	Price	UM	Extension
DS-LP	L.P. Kiddie Cushion 2 cf bag 60 bags/pallet 1 cubic yard = 27 cubic feet 60 cy = 1620 cf 1620cf/2cf bg = 810 2cf bags rounded up to 840 (14 pallets) BUY BOARD #447-14 Retail Price: $6.49/bag Buy Board Price: $4.384 Lead Time: 10-14 days	840	EA	4.384	EA	3682.56

Merchandise	Misc	Tax	Freight	Total
3682.56	.00	.00		3682.56

*** ALL QUOTES GOOD PENDING VENDOR INCREASE ***

Irrigation
Landscape Supplies
Artificial Turf
Decorative Rock
Erosion Control Supplies
Hydro Mulch
Landscape Irrigation
Lawn Edging
Miscellaneous
Mulches
Tree Staking
Turf Fertilizers
Lawn and Garden Products
Promotions & Specials
Soils & Amendments



Kiddie Cushion 2 cu.ft.

Retail Pricing
$6.49

Kiddie Cushion 2 cu.ft.

Add to Order List

SKU: 71511
Categories: Landscape Supplies, Mulches

Description

Product Description

Kiddie cushion is used in playground areas as an added safety factor helping cushion falls off playground equipment. Kiddie Cushion meets the current requirements for head impact and handicapped accessibility. It is made from

processed wood fiber that has not begun to decompose. When properly installed to a depth of 12 inches our playground surface will last for a couple of years and can be refreshed with additional material on top for another year or so. Coverage information: One cubic yard (27 cubic feet) will cover: 1296 sq ft □ inch deep , 648 sq ft □ inch deep, 324 sq ft 1 inch deep, 162 sq ft 2 inch deep, 108 sq ft 3 inch deep.

Share On Facebook

Tweet This Product

Pin This Product

Mail This Product

Related Products



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
KBW Supply[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	Pricing Sheet	Price
KBW Supply	15% Discount Off KBW pricelist for Water Chemicals & Dyes, Supplies & Accessories	N/A	$0.00
KBW Supply	15% Discount Off KBW pricelist for Specialty Soils for Athletic Fields, Play Surfaces, etc.	N/A	$0.00

Extended Product Information

Reference Number: 447-14

Part Number: Catalog

Vendor Website: http://www.kbwsupply.com

Full Description: 15% Discount Off of KBW pricelist for Specialty Soils for Athletic Fields, Play Surfaces, etc.

KBW Supply	15% Discount Off KBW pricelist for Nursery Products	N/A	$0.00
KBW Supply	15% Discount Off KBW pricelist for Golf & Turf Equipment, Supplies, & Accessories	N/A	$0.00
KBW Supply	15% Discount Off KBW pricelist for Field & Turf Fertilizer, Conditioners, Dressings & Chemicals	N/A	$0.00
KBW Supply	15% Discount Off KBW pricelist for All Types of Fertilizer & Grounds Chemicals	N/A	$0.00
KBW Supply	15% Discount Off KBW pricelist for All Other Types of Grounds Maintenance Equipment, Supplies & Accessories	N/A	$0.00

Showing 1 to 7 of 7 entries

First | Previous | 1 | Next | Last

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
KBW Supply[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	KBW Supply
Address:	102 N. 13th Donna, TX 78537
Phone Number:	(956) 464-4491
Email:	john.stites@kbwsupply.com
Website:	http://www.kbwsupply.com
Federal ID:	74-1939281
Contact:	John Stites
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Grounds Maintenance Equip. & Irrigation Parts, Supplies & Installation
Contract Description:	Golf/turf; tractors; front, wide area, zero turn, walk behind mowers; utility vehicles; cutters/shredders; sprayers; hand held equipment; sweepers; fertilizers/conditioners; residential/commercial irrigation; aerating; service/repair & installation
Contract#:	447-14
Effective Date:	06/01/2014
Expiration Date:	05/31/2017
Payment Terms:	Net 30 days
Delivery Days:	20
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Texas
Quote Reference Number:	447-14
Return Policy:	With RGA number, contact KBW Supply
Additional Dealers:	KBW Supply, Tyler TX

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**

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:
2016-142377

Date Filed:
12/02/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KINNEY BONDED WAREHOUSE,INC.
DONNA, 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

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.
NONE
HORTICULTURAL SUPPLY

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.

JAYME CAVAZOS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09/08/2020
ID# 130814136

Claudia Barron
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Claudia Barron, this the 2 day of December, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Jayme Cavazos | Printed name of officer administering oath | Personal Banker | 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:
2016-142377

Date Filed:
12/02/2016

Date Acknowledged:
12/07/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

KINNEY BONDED WAREHOUSE,INC.
DONNA, 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

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.

NONE
HORTICULTURAL SUPPLY

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-57667 **Urban County** **15. F.**

CC - REGULAR

Meeting Date: 12/13/2016

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 Goza Park located in Mercedes (FY 2016).

BACKGROUND

The playground equipment purchased will be utilized at the Goza 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

Goza Park Price Proposal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2016 11:26 AM
Glinda Pacheco	Glinda Pacheco	12/08/2016 01:32 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Olga Lerma		Started On: 12/06/2016 04:03 PM
Final Approval Date: 12/09/2016		

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
Contacted: Bob Ahrens
Name: Park Place Recreation Designs, Inc.
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 Goza Park.

Requested By: Olga Rosas 11/30/16
(USE BLUE INK Date

(USE BLUE INK) 12-2-16
Date

RECEIVED
DEC - 1 2016
Urban County
Program



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
Goza Park
Quote 0916-0856
21-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	15%
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%
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	5%
	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
Goza Park
714-S437



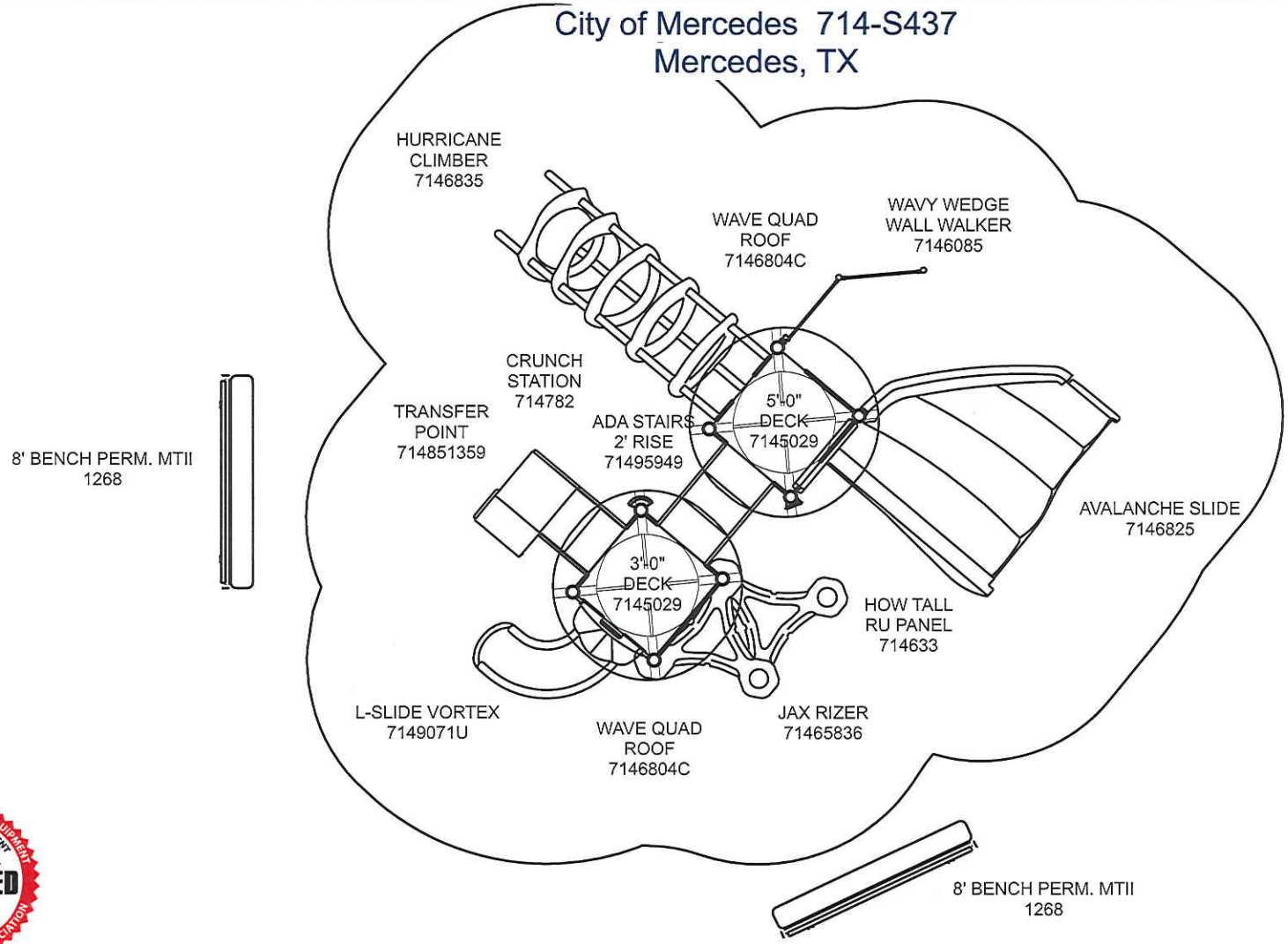
PARK PLACE
RECREATION DESIGN INC.

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 2
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 — PUBLIC PLAY EQUIPMENT — 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_42383377428

GROUND SPACE: 25'-6" x 22'-6"

PROTECTIVE AREA: 37'-0" x 32'-6"

DRAWN BY: Bob Ahrens DATE: 1/14/2016

✓ 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

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	F
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

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

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:
2016-140632

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- Goza 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.

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:
2016-140632

Date Filed:
11/29/2016

Date Acknowledged:
11/30/2016

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- Goza 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-57665 **Urban County** **15. G.**

CC - REGULAR

Meeting Date: 12/13/2016

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 $1,750.00 for the Saladino Park located in Mercedes (FY 2015).

BACKGROUND

The playground equipment purchased will be utilized at the Saladino Park located in Mercedes. See attached quote, back up documentation copy of check no. 8651.

Vendor: Park Place Recreation Designs, Inc.
Purchase Amount: **$1,750.00**
Funds Available: $1,362.48 FY 28 (2015) Parks, Recreational Facility
$ 387.52 City of Mercedes General Funds
Total: $1,750.00

Fiscal Impact

Attachments

Saladino Park Price Proposal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2016 11:26 AM
Merlen P. Munoz	Merlen P. Munoz	12/07/2016 03:57 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Olga Lerma		Started On: 12/06/2016 03:50 PM
Final Approval Date: 12/09/2016		

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 Contacted: Bob Ahrens

Name: Park Place Recreation Designs, Inc. 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	#718-852-4SJ Swing Set Tots Choice Arch 4 seats	1	2,027.00	1,722.95	1,750.00	1,750.00
	Shipping/Freight - No BuyBoard Discount		256.00	256.00	0.00	**0.00**
					TOTAL	**1,750.00**

Recommendation: The City recommends purchase of the swings for Saladino Park.

Requested By: Olga Rosas 11/30/16

(USE BLUE INK Date

(USE BLUE INK) 12-02-16

Date

RECEIVED
DEC - 1 2016
Urban County Program

PARK PLACE
RECREATION DESIGNS, INC.
The Fun Starts Here!

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
Saladino Park
Quote#: 0916-0802C
November 28, 2016

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	#718-852-4SJ Swing Set	$ 2,027.00	$ 1,722.95	
	Tots' Choice Arch, 4 Seats			
	Shipping-*no BuyBoard discount*	$ 256.00	$ 256.00	
	GRAND TOTAL *(Includes Shipping)*	$ 2,283.00	$ 1,978.95	$ 1,750.00

1590

HONEST PRICE PROMISE

Provide us with any offer received from any of our competitors, along with the design quoted, and we will provide you a better solution at an equal or better price— our Honest Price Promise.



NEW!

GENERATION SWING

SALE PRICE $699

LIST PRICE: $749
MODEL#: 2760J
(ENCLOSED SEAT) FOR KIDS AGES: 24-47 MOS
SHIPPING WEIGHT: 30 LBS
FRAME SOLD SEPARATELY (SINGLE BAY ONLY)



NEW!

ALTA GLIDE INCLUSIVE GLIDER

SALE PRICE $13,700

LIST PRICE: $14,100
MODEL#: 686J
FOR KIDS AGES: 2 TO 12
PROTECTIVE AREA: 25' X 22'
SHIPPING WEIGHT: 2,500 LBS
PLAY AREA CAPACITY: 10
**REQUIRED ACCESS TO 12" ENTRY VIA 12' RAMP SOLD SEPARATELY (NOT SHOWN)*



A.

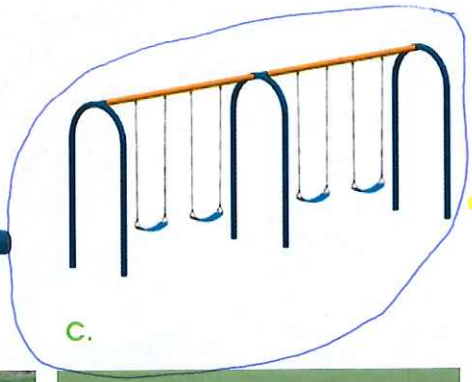
A. Ten Spin

SALE PRICE $2,480

LIST PRICE: $2,810
MODEL#: 304J
FOR KIDS AGES: 2 TO 12
PROTECTIVE AREA: 20' X 20'
SHIPPING WEIGHT: 1,000 LBS
PLAY AREA CAPACITY: 10



B.



C.

B. Freestanding Mogul Slide

SALE PRICE $5,500

LIST PRICE: $7,748
MODEL#: 714-193J
FOR KIDS AGES: 5 TO 12
PROTECTIVE AREA: 27' X 38'
SHIPPING WEIGHT: 1,050 LBS

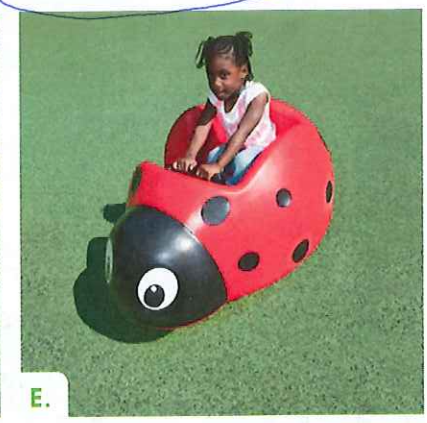
C. 2- Bay Arch Swing w/4 Belt Seats

SALE PRICE $1,750

LIST PRICE: $2,027
MODEL#: 718-852-4SJ
FOR KIDS AGES: 2 TO 12
PROTECTIVE AREA: 32' X 36'
SHIPPING WEIGHT: 360 LBS
PLAY AREA CAPACITY: 4



D.



E.

D. 6' Inground Punched Steel Bench

SALE PRICE $355

LIST PRICE: $402
MODEL#: 1266J
SHIPPING WEIGHT: 140 LBS

E. Lucky the Ladybug

SALE PRICE $1,099

LIST PRICE: $1,261
MODEL#: 960J
FOR KIDS AGES: 2 TO 5
PLAY AREA CAPACITY: 1
SHIPPING WEIGHT: 245 LBS

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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

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

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	F
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	

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:
2016-139769

Date Filed:
11/23/2016

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

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 Marilyn Ahrens, this the 23rd day of November, 20 16, to certify which, witness my hand and seal of office.

NATHAN C HASTINGS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-11-2019

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:
2016-139769

Date Filed:
11/23/2016

Date Acknowledged:
11/28/2016

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

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:
2016-140636

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.

NATHAN C. HASTINGS 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

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CITY OF MERCEDES
POOLED CASH
400 SOUTH OHIO
MERCEDES, TEXAS 78570

TEXAS NATIONAL BANK
MERCEDES, TEXAS

88-2012/1149

8651

DATE 11/10/2016

AMOUNT ******387.52

Details on back. Security Features Included

WZ494796-04-16

PAY ---- THREE HUNDRED EIGHTY SEVEN & 52/100 DOLLARS ----

TO THE ORDER OF
** URBAN COUNTY PROGRAM **
427 E DURANTA, STE 107
ALAMO, TX 78516

VOID AFTER 90 DAYS

RUB RED IMAGE
FADE WITH HEAT

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈008651⑈ ⑆114920128⑆ 015000 1808⑈

8651

CITY OF MERCEDES • POOLED CASH ACCOUNT

008651 11/10/2016

99-04229 ** URBAN COUNTY PROGRAM **

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/09/2016	11092016		PARK EQUIPMENT CDBG FUNDING LEVERAGED BY THE CITY FOR THE PURCHASE OF SWINGS FOR SALADINO PARK	387.52

CHECK TOTAL 387.52

AI-57636 **Elections Administration** **16. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and action, but not limited to Election Updates.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/05/2016 01:06 PM
Linda Flores	Linda Flores	12/09/2016 03:34 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Carlos Nieto		Started On: 12/05/2016 08:09 AM
Final Approval Date: 12/09/2016		

AI-57493 **Elections Administration** **16. B.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Approval of 2016 certification of revenues, as certified by the County Auditor for 2015 HAVA Program Income
2. Approval of 2016 appropriation of funds for HAVA Program Income Title 1 (1283) in the amount of $5,819.49.
3. Approval of 2016 appropriation of funds for HAVA Program Income Title 2 (1283) in the amount of $14,168.85.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 6-1283-362-10-130-02X-0-000

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

BUDGETARY IMPACT:

Attachments

Appropriation of Funds
Appropriation of Funds
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/30/2016 10:13 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Melanie Esparza		Started On: 11/29/2016 08:37 AM
Final Approval Date: 12/09/2016		

DATE: November 29, 2016

2016
Appropriation
AI- 57493

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 6-1283-XXX-00-130-023-0-XXX

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
6-1283-414-00-130-023-0- 336	HAVA TITLE 1-COMPUTER SRV	$5,819.49
6-1283-362-10-130-023-0- 000	HAVA TITLE 1-REVENUES	$5,819.49
TOTAL BUDGET INCREASE (DECREASE)		$5,819.49

Reason: Appropriate funding from HAVA TITLE 1 funds in the amount of $5,819.49 from proceeds received for rental of voting equipment leased for school and city elections.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE / /

ATTEST COUNTY CLERK

DATE: November 29, 2016

2016
Appropriation
AI- 57493

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 6-1283-XXX-00-130-024-0-XXX

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
6-1283-414-00-130-024-0- 336	HAVA TITLE II-COMPUTER SRV	$14,168.85
6-1283-362-10-130-024-0- 000	HAVA TITLE II-REVENUES	$14,168.85
TOTAL BUDGET INCREASE (DECREASE)		$14,168.85

Reason: Appropriate funding from HAVA TITLE II funds in the amount of $14,168.85 from proceeds received for rental of voting equipment leased for school and city elections.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

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 12, 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 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 Secretary of State. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 19,988.34	HAVA Program Income

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/12/16
Date

AI-57493 **Elections Administration 28. 0.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Approval of 2016 certification of revenues, as certified by the County Auditor for 2015 HAVA Program Income
2. Approval of 2016 appropriation of funds for HAVA Program Income Title 1 (1283) in the amount of $5,819.49.
3. Approval of 2016 appropriation of funds for HAVA Program Income Title 2 (1283) in the amount of $14,168.85.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 6-1283-362-10-130-02X-0-000

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

BUDGETARY IMPACT:

Attachments

Appropriation of Funds

Appropriation of Funds

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/30/2016 10:13 AM
Final Approval		
Form Started By: Melanie Esparza		Started On: 11/29/2016 08:37 AM

HIDALGO COUNTY texas

Hidalgo County
Elections Department
101 S. 10th St.
P.O. Box 659
Edinburg, Texas 78540
Office: (956) 318-2570
Fax: (956) 318-2569



To: **Ray Eufracio, County Auditor**

From: **Yvonne Ramon, Elections Administrator** CN

Date: **November 29, 2016**

Subject: **Certification of Revenues**

Please assist the Elections Department by preparing a certification of revenues letter for the 2015 HAVA Program Income pending balance in the amount of $19,988.34.

Program	
016	$5,819.49
019	$14,168.85
Total	**$19,988.34**

Agenda Item# 57493 has been crated for the above mentioned budget appropriations.

Thank you for your continued cooperation. If you have any questions, feel free to contact me at anytime (956) 318-2570 ext. 5707.

RECEIVED BY
COUNTY AUDITOR
2016 NOV 29 PM 1 52

DATE: November 29, 2016

2016
Appropriation
AI- 57493

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 6-1283-XXX-00-130-023-0-XXX

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE,** GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
6-1283-414-00-130-023-0- 336	HAVA TITLE 1-COMPUTER SRV	$5,819.49
6-1283-362-10-130-023-0- 000	HAVA TITLE 1-REVENUES	$5,819.49
TOTAL BUDGET INCREASE (DECREASE)		$5,819.49

Reason: Appropriate funding from HAVA TITLE 1 funds in the amount of $5,819.49 from proceeds received for rental of voting equipment leased for school and city elections.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

__/__/__
DATE

ATTEST COUNTY CLERK

DATE: November 29, 2016

2016
Appropriation
AI- 57493

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 6-1283-XXX-00-130-024-0-XXX

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
6-1283-414-00-130-024-0- 336	HAVA TITLE II-COMPUTER SRV	$14,168.85
6-1283-362-10-130-024-0- 000	HAVA TITLE II-REVENUES	$14,168.85
TOTAL BUDGET INCREASE (DECREASE)		$14,168.85

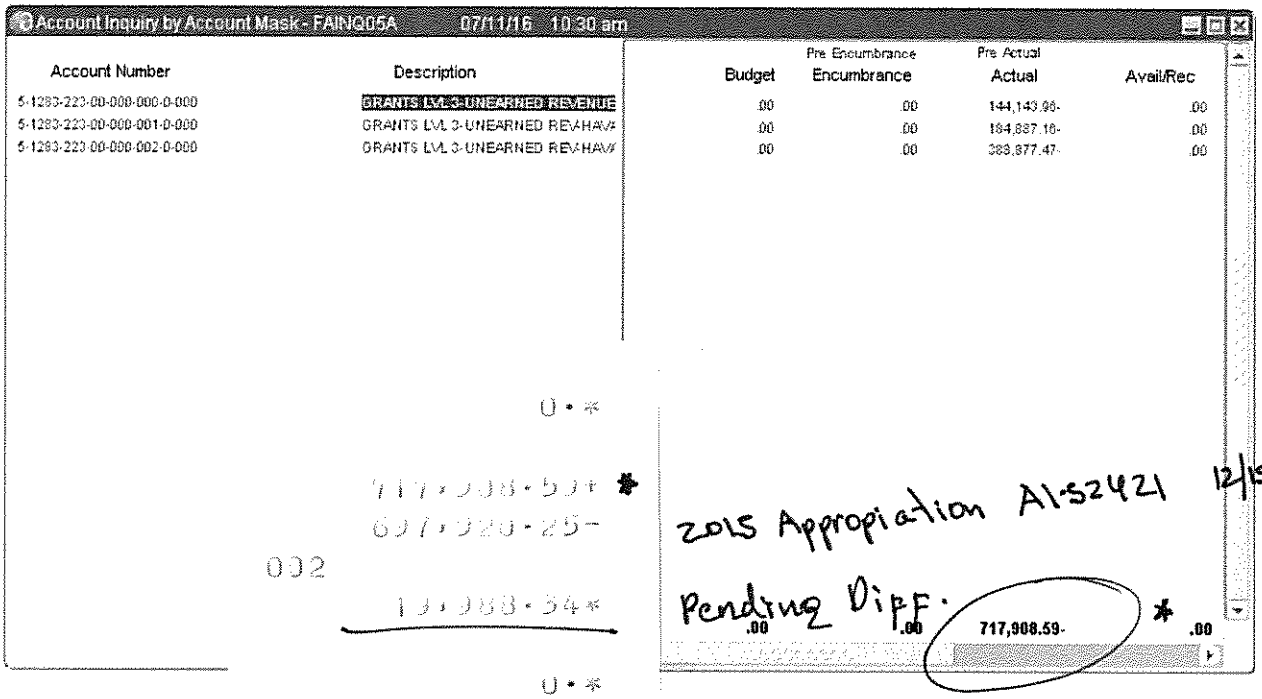
Reason: Appropriate funding from HAVA TITLE II funds in the amount of $14,168.85 from proceeds received for rental of voting equipment leased for school and city elections.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

/ /
DATE

ATTEST COUNTY CLERK


Account Inquiry by Account Mask - FAINQ05A 07/11/16 10:30 am
Account Number
Description
Budget
Pre Encumbrance Encumbrance
Pre Actual Actual
Avail/Rec
5-1283-223-00-000-000-0-000 GRANTS LVL 3-UNEARNED REVENUE .00 .00 144,143.98- .00
5-1283-223-00-000-001-0-000 GRANTS LVL 3-UNEARNED REVAHAV .00 .00 184,887.16- .00
5-1283-223-00-000-002-0-000 GRANTS LVL 3-UNEARNED REVAHAV .00 .00 388,877.47- .00
0 *
717,908.59- *
627,920.25-
002
13,988.34*
2015 Appropiation A1-52421 12/15/15
Pending Diff.
.00 .00 717,908.59- * .00
0 *

AI-57655 **Head Start** **17. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval to Enter Into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Texas A&M University Health Science Center

BACKGROUND

Policy Council Approval: 12.14.16

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact at this time.

Attachments

MOU w Texas A&M

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2016 08:19 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Linda Galaviz		Started On: 12/06/2016 12:23 PM
Final Approval Date: 12/09/2016		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: December 14, 2016

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Texas A&M University Health Science Center

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with Texas A&M University Health Science Center in conducting education and outreach program involving the disease process of asthma in children ages three to five years old.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Memorandum of Understanding

Hidalgo County Head Start Program

And

Texas A&M Health Science Center/School of Public Health

Texas A&M Health Science Center/School of Public Health and Hidalgo County Head Start Program agree to collaborate in the services of the educational outreach and screening for the Head Start Centers. This asthma program is a two-year, evidenced-based education and outreach program in collaboration with the *Hidalgo County Head Start Centers.* It focuses on using a holistic approach for case management, control of asthma triggers, and medication assistance that will provide the components for all parents and their children to take care and prevent their asthma attacks and have their disease controlled. Our focus is on childhood asthma home management and our goal is to achieve improve the health and quality of life of all participants as well as cost savings with the implementation of this program.

Center Sites:
All of the Head Start Center sites (as listed on Exhibit A) will be serviced by Texas A&M Health Science Center/School of Public Health.

Our commitment to this collaboration will consist of the following:

1. Texas A&M Health Science Center/School of Public Health will coordinate services with the designated Hidalgo County Head Start Program personnel. Services will be rendered according to the agreed upon schedule and a protocol for referring participants will be developed.

2. All referrals to the Intervention Specialist will be attained through the designated Hidalgo County Head Start Program representative.

3. Texas A&M Health Science Center/School of Public Health and Hidalgo County Head Start Program will cooperate fully to make it possible for individuals to receive services, as detailed below:
   - Provide Screening to determine if the children are at risk for developing asthma.
   - Will refer children to local hospitals/medical providers for diagnosis.
   - Children diagnosed with asthma will be asked to participate in the educational program provided by Promotoras and overseen by Dr. Genny Carrillo.
   - Will include learning asthma signs and symptoms
   - Will learn what to do in case of an asthma attack,
   - Will learn the use of medications, spacers, peak flow meters
   - Will learn how to decrease asthma triggers in the home environment by keeping it dry, clean , ventilated, pest-free, safe contaminant free, and decreasing hazardous exposures.
   - Will improve the children's/parents knowledge of asthma management, quality of life, and health care utilization.
   - Will conduct surveys to determine the knowledge gained, families will be surveyed at 3, 6, 9, and 12 months with the following instruments:
     - Academy of Pediatrics Children's Health Survey on Asthma (CHSA)
     - Asthma Home Environment and Trigger Checklist (AHEAT)
     - Healthy Homes Pre and Post-test Knowledge Survey
     - Exit Behavioral Survey
     - Satisfaction Survey
   - Will provide covers for mattresses
   - Will provide pillows to all children.

4. Hidalgo County Head Start Program staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR2) as well as State of Texas confidentiality rules.

Insurance

At all times during the term of this Memorandum of Understanding (MOU), Texas A&M Health Science Center/School of Public Health shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. Texas A&M Health Science Center/School of Public Health agrees to carry insurance in the amounts shown below:

- Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

Employers Liability - Each Accident	$1,000,000
Employers Liability - Each Employee	$1,000,000
Employers Liability - Policy Limit	$1,000,000

- Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Damage to Rented Premises	$ 100,000
Personal & Advertising Injury	$1,000,000

- Professional Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Indemnification

Texas A&M Health Science Center/School of Public Health will and does hereby agree to indemnify, protect, defend with counsel approved by Head Start, and hold harmless Head Start and Hidalgo County, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Claims**") by any person or entity, arising out of, caused by, or resulting from Texas A&M Health Science Center/School of Public Health performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Texas A&M Health Science Center/School of Public Health employees, anyone directly employed by the Texas A&M Health Science Center/School of Public Health or anyone for whose acts of the Texas A&M Health Science Center/School of Public Health may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

Termination

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term

This Collaborative Agreement will be enforced from January 1, 2017 through December 31, 2018 and may be amended or terminated by either party by submitting a written request at any time.

Governing Law

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration

This Agreement is being made in consideration of the following: Texas A&M Health Science Center/School of Public Health and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Texas A&M Health Science Center/School of Public Health:

_____
Authorized Signature Date

Genny Carrillo, M.D. Sc.D. M.S.P., M.P., Associate Professor
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

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:

Hidalgo County Head Start Program
Center Directory 2016-2017

Alamo Head Start 303 South 7th Alamo, TX 78516	**Edinburg V Head Start** 3500 E. F.M. 2812 Edinburg, TX 78539	**Mercedes I Head Start** 1100 W. Expressway 83 Mercedes, TX 78570	**Pharr Head Start** 415 E. Clark Pharr, TX 78577
Alton Head Start 202 W. Dawes Ave. Alton, TX 78572	**Farias Elementary** 1100 W. Acacia St. Alamo, TX 78516	**La Hestancia Head Start** 3601 East Mile 8 North Weslaco, TX 78596	**Progreso Head Start** 109 W. Palm Ave Progresso, TX 78579
Austin (A-1) Head Start 2100 Fir St. McAllen, TX 78501	**Hidalgo Head Start** 607 South 5th St. Hidalgo, TX 78557	**Mission I Head Start** 115 Mayberry Mission, TX 78572	**San Carlos Head Start** 134 North 86 San Carlos, TX 78539
Donna I Head Start 1402 Silver Ave. Donna, TX 78537	**La Herencia Head Start** RR 3 Box 3059 Mercedes, TX 78570	**Mission II Head Start** 1105 East 8th St. Mission, TX 78572	**San Juan I Head** 200 North Cougar San Juan, TX 78589
Donna II Head Start 1715 Miller Ave. Donna, TX 78537	**La Joya Head Start** 105 E. 5th & Leo Ave. La Joya, TX 78560	**Mission III Head Start** 3401 N. Mayberry Mission, TX 78572	**San Juan II Head Start** 601 Earling Rd. San Juan, TX 78589
Edcouch Head Start 201 N. Yellow Jacket Dr. Elsa, TX 78538	**Las Milpas I Head** 714 Zapata Ave. Pharr, TX 78577	**Mission IV Head Start** 301 South Inspiration Mission, TX 78574	**Sullivan City Head Start** 379 E. Expressway 83 Sullivan CITY, TX 78595
Edinburg I Head Start 225 South 25th St. Edinburg, TX 78539	**Longoria Head Start** 2500 N. Cypress Pharr, TX 78577	**Monte Alto Head Start** 25249 1ST ST. Monte Alto, TX 78538	**UTRGV Head start** 1201 W. University Drive COLL. OF ED., RM 1.408/1.410 Edinburg, TX 78539
Edinburg II Head Start 1200 North 1st St. Edinburg, TX 78539	**McAllen IV Head Start** 3900 South Ware Road McAllen, TX 78501	**Palacios Elementary** 801 E. Thomas Drive Pharr TX. 78577	**Weslaco I Head Start** 310 N. Kansas St. WESLACO, TX 78596
Edinburg III Head Start 3817 Veterans Boulevard Edinburg, TX 78539	**McAllen V Head Sart** 2500 Laurel Avenue McAllen, TX 78501	**PALMVIEW II HEAD START** 618 N Breyfogle Rd. Palmview, TX 78574	**Weslaco III Head Start** 1317 W. Expressway 83 Weslaco, TX 78596
Edinburg IV Head Start 3215 Richardson Rd. Edinburg, TX 78539	**McAllen VI Head Start** 2601 Sarah Avenue McAllen, TX 78502	**Palmview III Head Start** 1208 Paula Drive Rear (Unit 3) Palmview, TX 78574	**Wester Rd. Head Start** 8245 E. Poinsetta Dr. Mission, TX 78573

AI-57651 **Head Start** **17. B.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One and/or Two Years Term on the Interlocal Agreements for Facilities (under same terms and conditions) with the Following Entities:

Entity	Term	Head Start Center
City of Weslaco	1 Year	Weslaco I
McAllen Independent School District	2 Years	Austin One (A-1)

BACKGROUND

Policy Council Approval: 12.14.16

Fiscal Impact

Attachments

Two Interlocal Agreements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2016 09:03 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Linda Galaviz		Started On: 12/06/2016 12:07 PM
Final Approval Date: 12/09/2016		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: December 14, 2016

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend For An Additional One and/or Two Year Term on The Interlocal Agreements for Facilities (under same terms and conditions) With The Following Entities:

Entity	Head Start Center
City of Weslaco (1 Yr)	Weslaco I Head Start
McAllen Independent School District (2 Yrs)	Austin A-1 One Stop Head Start Center

RATIONALE/NEED: The existing Interlocal Agreements need to be extended in order to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available.

RELATED INFORMATION INCLUDED: Interlocal Agreement Extensions

.....

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

CITY OF WESLACO
WESLACO I H/S CENTER

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

One Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Weslaco (Weslaco I Head Start Center)** for the property located at 310 N. Kansas Ave., Weslaco, TX., 78596 (The "Original Interlocal Agreement").

If the **City of Weslaco** agrees to this one (1) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Weslaco** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2017 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: **City of Weslaco**
310 N. Kansas Ave.
Weslaco, TX 78596

Authorized Official:

By: _____

Title: _____

Date: _____

One Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

MCALLEN ISD
A-1 H/S CENTER

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2015 between Hidalgo County and the **McAllen Independent School District (Austin A-1 One Stop Head Start Center)** for the property located at 2100 Fir Street, McAllen, TX., 78501 (The "Original Interlocal Agreement").

If the **McAllen Independent School District** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **McAllen Independent School District** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2017 through December 31st, 2018. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **McAllen Independent School District**
2100 Fir Street
McAllen, TX 78501

Authorized Official:

By: _____

Title: _____

Date: _____

Two Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

AI-57652 **Head Start** **17. C.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Enter Into a Sixty (60) Month Lease Agreement for One (1) Postage Meter through the Hidalgo County's Membership/Participation with Texas Association of School Board (TASB) Buyboard Awarded Vendor Pitney Bowes (Contract #496-15)

BACKGROUND

Policy Council Approval: 12.14.16

Fiscal Impact

Attachments

Postage Meter form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2016 09:04 AM
Glinda Pacheco	Glinda Pacheco	12/08/2016 01:02 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Linda Galaviz		Started On: 12/06/2016 12:14 PM
Final Approval Date: 12/09/2016		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: December 14, 2016

SUBJECT: Discussion/Approval on Request to Enter Into a Sixty (60) Month Lease Agreement For One (1) Postage Meter Through The Hidalgo County's Membership/Participation With The Texas Association School Board (TASB) Buyboard Awarded Vendor Pitney Bowes (Contract #496-15)

RATIONALE/NEED: This would allow the leasing of the best pricing on a postage meter under the Texas Association School Board (TASB) Buyboard.

RECOMMENDATION: Administration recommends approval.

COST: Head Start Program (DHHS) funds are available.

RELATED INFORMATION INCLUDED: Participant Info/Proposal

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

BUY BOARD CURRENT VENDORS
INSTRUCTIONAL MATERIALS, CLASSROOM/TEACHING SUPPLIES & EQUIPMENT 487-15

Vendor	Address	City	State	Zip	Effective	Expiration
Pitney Bowes	2225 American Drive Suite 310	Neenah	WI	54956	11/1/2015	10/31/2018

PROPOSED PITNEY BOWES MAILING SYSTEM
DM400 MAIL MACHINE & 10 LB. SCALE

*BuyBoard Contract #496-15.

- Compliant with USPS regulations including the latest in Indicia technology, IBI-Information Based Indicia
- Ergonomically designed with whisper-quiet operation
- You have the flexibility of getting postage now and pay for it at the end of the month
- Get dual functionality with the Date & Time Stamp feature for incoming mail
- Automatic USPS rate downloads
- Low postage warnings to prevent running out of postage
- Auto-feed mail processing: feed, seal and meter letters at 120 LPM
- Departmental accounting for up to 50 departments
- Programmable jobs using up to 10 memory keys
- Large, easy to read LCD display
- Automatic label dispenser
- Prints up to 5/16" thick mail
- The removable brush-and-wick sealing system ensures tip-to-tip sealing to protect the contents of your mail
- 10 lb. integrated weight platform
- Pre-loaded Mail Class Dies and ad slogans
- Auto Default can reset the latest postage to the current first class rate, so there are no accidental overpayments
- **PITNEY BOWES CUSTOMER SATISFACTION GUARANTEE**

MONTHLY INVESTMENT - 60 MONTHS @ $ 237.75/MO*

PRICING INCLUDES METER RENTAL, RATE CHANGE PROTECTION, SOFTWARE UPDATES, MAINTENANCE (PARTS AND LABOR), PROFESSIONAL INSTALLATION AND OPERATOR TRAINING.

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:
2016-144993

Date Filed:
12/12/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pitney Bowes Inc.
Stanford, CT 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 Head Start 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.
496-15
Mailing System

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.

Amanda Gonzales
Notary Public
Maricopa County, Arizona
My Comm. Expires 9-6-2020

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said William R. Walter, this the 12th day of Dec, 20 16, to certify which, witness my hand and seal of office.

Amanda Gonzales — Signature of officer administering oath
Amanda Gonzales — Printed name of officer administering oath
Notary Public — Title of officer administering oath

AI-57653 **Head Start** **17. D.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval of a One Year Interlocal Agreement for the Lease of a Facility (McAllen V Head Start Center) Between the McAllen Housing Authority and Hidalgo County Head Start Program

BACKGROUND

Policy Council Meeting Approval: 12.14.16

Fiscal Impact

Attachments

McAllen Housing Authority

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2016 09:04 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Linda Galaviz		Started On: 12/06/2016 12:18 PM
Final Approval Date: 12/09/2016		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: December 14, 2016

SUBJECT: Presentation for Discussion, Consideration and Approval of a One Year Interlocal Agreement for the Lease of a Facility (McAllen V Head Start Center) between the McAllen Housing Authority and Hidalgo County Head Start Program

RATIONALE/NEED: This Interlocal Agreement will allow Head Start services to continue to be provided to eligible children in the community.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available

RELATED INFORMATION INCLUDED: Interlocal Agreement

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE MCALLEN HOUSING AUTHORITY AND HIDALGO COUNTY

This Agreement is made and entered into by and between the **McAllen Housing Authority** herein referred to as the **"LESSOR"** and **Hidalgo County** acting through its Head Start Program, herein referred to as the **"LESSEE"** in the Agreement.

In consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, **LESSOR** demises and leases to **LESSEE**, and **LESSEE** leases from **LESSOR**, that certain described real property on which Head Start Building lies on and is situated at **2500 Laurel Avenue, McAllen, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Agreement as "the Premises" known by lessee as **"McAllen V Head Start Center"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this Agreement

shall be for one year (1) year commencing on **January 01, 2017** ("commencement date") and ending on **December 31, 2017** ("termination date") unless sooner terminated as provided in this Agreement, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.01 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the Agreement hereof, commencing on the first day of **January 2018**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate this Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of Twelve Hundred One and no/100ths Dollars ($1,201.00) per month payable on the first day of each calendar month during the term. Payment shall be mailed to the McAllen Housing Authority, 2301 Jasmine, McAllen, Texas 78501.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Agreement on LESSEE'S part to be kept or

performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this Agreement either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this Agreement is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the Agreement. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this Agreement will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by this agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of this Agreement or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of this Agreement or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of this Agreement.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the term of this Agreement of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay all of the charges for the water, sewer, and electricity; trash pickup services, telephone, and gas furnished to the Leased Premises during the term of this Agreement.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this Agreement against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Leased Premises shall have been put in proper condition for use and habitation, by LESSEE or this Lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this Agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Leased Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this Agreement, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the Leased Premises.

6.02 LESSEE will not cause to be conducted upon the Leased Premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the Leased Premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Agreement by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of this Agreement.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Agreement will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
McAllen Housing Authority Arnold Padilla, Executive Director 2301 Jasmine McAllen, Texas 78501	Hidalgo County Head Start Program Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the Agreement.

Prior Agreement

This Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Amendment

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Agreement are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce this Agreement, as awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Agreement to any person designated by LESSOR.

Time of Essence

Time is of the essence of this Agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Agreement on the day_____ of _____, 2016.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Arnold Padilla, Executive Director
McAllen Housing Authority

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioners:

EXHIBIT "A"

Physical Address:

The McAllen Housing Authority building located at 2500 Laurel Avenue, McAllen, a, Texas and designated as Head Start Classroom and Head Start Parents' Meetings.

Legal Description Being:

A portion of the building, attached hereto as highlighted in yellow located at 2500 Laurel Avenue situated on a tract out of a portion of LOT 22 & 23, C.E. Hammond N293'-E304.99' LOT 23 & S1.84AC BNG 2 IRR TRS LT 26 5.94AC NET Lot Subdivision, and Hidalgo County, Texas.

AI-57654 **Head Start** **17. E.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval of a Two Year Interlocal Agreement for the Lease of Two Facilities (Edcouch Head Start Center and Edcouch Central Kitchen) between the Edcouch-Elsa Independent School District and Hidalgo County Head Start Program

BACKGROUND

Policy Council Approval: 12.14.16

Fiscal Impact

Attachments

Edcouch-Elsa ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2016 09:04 AM
Merlen P. Munoz	Merlen P. Munoz	12/07/2016 01:50 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Linda Galaviz		Started On: 12/06/2016 12:21 PM
Final Approval Date: 12/09/2016		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: December 14, 2016

SUBJECT: Presentation for Discussion, Consideration and Approval of a One Year Interlocal Agreement for the Lease of Two Facilities (Head Start Center & Central Kitchen) between the Edcouch-Elsa Independent School District and Hidalgo County Head Start Program

RATIONALE/NEED: This Interlocal Agreement will allow Head Start services to continue to be provided to eligible children in the community.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available

RELATED INFORMATION INCLUDED: Interlocal Agreement

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

EDCOUCH
HEAD START CENTER

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN
THE EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT AND
HIDALGO COUNTY

This Agreement is made and entered into by and between the **Edcouch-Elsa Independent School District** herein referred to as the **"LESSOR"** and **Hidalgo County** acting through its Head Start Program, herein referred to as the **"LESSEE"** in the Agreement.

In consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, **LESSOR** demises and leases to **LESSEE**, and **LESSEE** leases from **LESSOR**, that certain described real property on which Head Start building lies on and is situated at **201 N. Yellow Jacket Drive, Elsa, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Agreement as "the Premises" known by lessee as the **"Edcouch Head Start Center"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of Head Start classroom and for Head Start Parents' meeting subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this

Agreement shall be for two years (2) year commencing on **January 01, 2017** ("commencement date") and ending on **December 31, 2018** ("termination date") unless sooner terminated as provided in this Agreement, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the Agreement hereof, commencing on the first day of **January 2019**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate this Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of Five Hundred and no/100ths Dollars ($500.00) per month payable on the first day of each calendar month during the term. Payment shall be mailed to the Edcouch-Elsa Independent School District, P.O. Box 127, Edcouch, Texas 78538.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and

terms of this Agreement on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this Agreement either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this Agreement is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the Agreement. Reasonable

use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this Agreement will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by this Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of this Agreement or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of this Agreement or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of this Agreement.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the term of this Agreement of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay all of the charges for the water, sewer, and electricity; trash pickup services, telephone, and gas furnished to the Leased Premises during the term of this Agreement.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this Agreement against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Leased Premises shall have been put in proper condition for use and habitation, by LESSEE or this Lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this Agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Leased Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this Agreement, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the Leased Premises.

6.02 LESSEE will not cause to be conducted upon the Leased Premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the Leased Premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Agreement by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of this Agreement.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Agreement will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Edcouch-Elsa I.S.D. Attn: Dr. Richard Rivera, Superintendent P.O. Box 127 Edcouch, Texas 78538	Hidalgo County Head Start Program Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the Agreement.

Prior Agreement

This Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Amendment

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Agreement are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce this Agreement, as awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Agreement to any person designated by LESSOR.

Time of Essence

Time is of the essence of this Agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Agreement on the day_____ of _____, 2016.

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

LESSOR:

BY: _____
Dr. Richard Rivera, Superintendent
Edcouch-Elsa I.S.D.

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioners:

EXHIBIT "A"

Physical Address:

The Edcouch-Elsa I.S.D. building located at 201 N. Yellow Jacket Drive, Elsa, Texas and designated as Head Start classrooms, administrative office space and playground area.

Legal Description Being:

A portion out of a 40.0 acre tract out of West Tract Subdivision, Farm Tract 548, an addition to the City of Edcouch, Hidalgo County, Texas, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

EDCOUCH
KITCHEN

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT AND HIDALGO COUNTY

This Agreement is made and entered into by and between the **Edcouch-Elsa Independent School District** herein referred to as the **"LESSOR"** and **Hidalgo County** acting through its Head Start Program, herein referred to as the **"LESSEE"** in the Agreement.

In consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, **LESSOR** demises and leases to **LESSEE**, and **LESSEE** leases from **LESSOR**, that certain described real property on which Head Start building lies on and is situated at **831 E. Edinburg Hwy 107, Elsa, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Agreement as "the Premises" known by lessee as the **"Edcouch Central Kitchen"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START KITCHEN subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this Agreement shall be for two years (2) year commencing on **January 01, 2017** ("commencement date") and ending on **December 31, 2018** ("termination date") unless sooner terminated as provided in this Agreement, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the Agreement hereof, commencing on the first day of **January 2019**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate this Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of Five Hundred and no/100ths Dollars ($500.00) per month payable on the first day of each calendar month during the term. Payment shall be mailed to the Edcouch-Elsa Independent School District, P.O. Box 127, Edcouch, Texas 78538.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants,

conditions, and terms of this Agreement on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this Agreement either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this Agreement is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the

termination of the Agreement. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this Agreement will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by this Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of this Agreement or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of this Agreement or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of this Agreement.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the term of this Agreement of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay all of the charges for the water, sewer, and electricity; trash pickup services, telephone, and gas furnished to the Leased Premises during the term of this Agreement.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this Agreement against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Leased Premises shall have been put in proper condition for use and habitation, by LESSEE or this Lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this Agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Leased Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this Agreement, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the Leased Premises.

6.02 LESSEE will not cause to be conducted upon the Leased Premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the Leased Premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Agreement by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of this Agreement.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Agreement will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

Edcouch-Elsa I.S.D.
Attn: Dr. Richard Rivera, Superintendent
P.O. Box 127
Edcouch, Texas 78538

LESSEE:

Hidalgo County Head Start Program
Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the Agreement.

Prior Agreement

This Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Amendment

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Agreement are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce this Agreement, as awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Agreement to any person designated by LESSOR.

Time of Essence

Time is of the essence of this Agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Agreement on the day_____ of _____, 2016.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Dr. Richard Rivera, Superintendent
Edcouch-Elsa I.S.D.

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioners:

EXHIBIT "A"

Physical Address: Head Start Central Kitchen

The Edcouch-Elsa I.S.D. building located at 831 E. Edinburg Hwy 107, Elsa, Texas and designated as Head Start Central Kitchen and Administrative office space.

Legal Description Being:

A portion out of a 40.0 acre tract out of West Tract Subdivision, Farm Tract 548, an addition to the City of Edcouch, Hidalgo County, Texas, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

AI-57699 **Planning Department** **18. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Final Approval
a. Los Vientos Estates Ph.3 Subdivision- Pct. 4 (Kathryn Irene East) (Brushline Road & Mile 22 ½ North Road)
No. of Lots: 9 Single Family
Flood Zone: X (Shaded)
Drainage: Yes, by reconstructing Mile 22 ½ North Road side ditch.
ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Will be providing a 1/3 escrow for the paving of Mile 22 ½ North Road.

b. San Martin No. 2 Subdivision- Pct. 1 (Tillmin Welch, President) (Canton Road & Val Verde Road)
No. of Lots: 38 Single Family
Flood Zone: C (Shaded)
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by the City of Donna
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Canton Road and 3 internal streets.

BACKGROUND

Fiscal Impact

Attachments

Los Vientos Est. #3;F
San Martin No.2;F

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2016 04:10 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Flor Castillo Started On: 12/07/2016 03:57 PM

Final Approval Date: 12/09/2016

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-13-2016

PROPOSED **LOS VIENTOS ESTATES PHASE 3** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **KATHRYN I. EAST**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **09** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **¼ MILE EAST OF BRUSHLINE ROAD, NORTH SIDE OF MILE 22 ½ NORTH ROAD**

SUBDIVISION LIES WITHIN THE: ☒ The Rural Area of the County.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-13-15** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **LOTS WILL BE GRADED TO HAVE A POSITIVE FLOW IN DIRECTION TO MILE 22 ½ ROADSIDE DITCH.**

DISTANCE TO DRAIN DITCH: **8 MILES EAST OF THE SUBDIVISION**

ROAD R.O.W. DEDICATION: **27.5 ADDITION RIGHT OF WAY DEDICATED.**

H.C.R.O.W. FINAL APPROVAL DATE: **11-03-16** By, **JOE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **08-22-16** By, **ELIZARDO RAMOS, ENVIRONMENTAL HEALTH DIVISION MANAGER**

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **NORTH SIDE OF MILE 22 ½ RD.**

H.C.O.E.C. FINAL APPROVAL DATE: **07-26-16** : By **MARTIN RAMIREZ, ENVIRNMENTAL COMPLIANCE COORDINATOR**

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MARCH 03, 2015**

STAFF RECOMMENDS:

☐ **Preliminary Approval with Variance Request** *subject comments and future recommendations by planning and other Departments.*

☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT OF:

LOS VIENTOS ESTATES No. 3

A 5.07 ACRE TRACT OF LAND OUT OF SHARE "C" OF THE RESUBDIVISION OF SHARE 5, LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 133, PAGE 527, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2604133, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 5.07 ACRE TRACT OF LAND OUT OF SHARE "C" OF THE RESUBDIVISION OF SHARE 5, LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 133, PAGE 527, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2604133, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND ON THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD FOR THE SOUTHEAST CORNER OF SHARE "C" AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 78°43'54" W, ALONG THE SOUTH LINE OF SHARE "C" AND THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD, A DISTANCE OF 886.12 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°11'20" E, A DISTANCE OF 27.52 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 34°46'17" W, A DISTANCE OF 36.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 09°01'21" E, A DISTANCE OF 191.14 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 78°43'54" E, A DISTANCE OF 911.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF SHARE "C" FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°19'41" W, ALONG THE EAST LINE OF SHARE "C", A DISTANCE OF 243.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.07 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LOS FELIZ SUBDIVISION PHASE I, RECORDED IN INSTRUMENT NUMBER 2391858, MAP RECORDS, HIDALGO COUNTY, TEXAS.

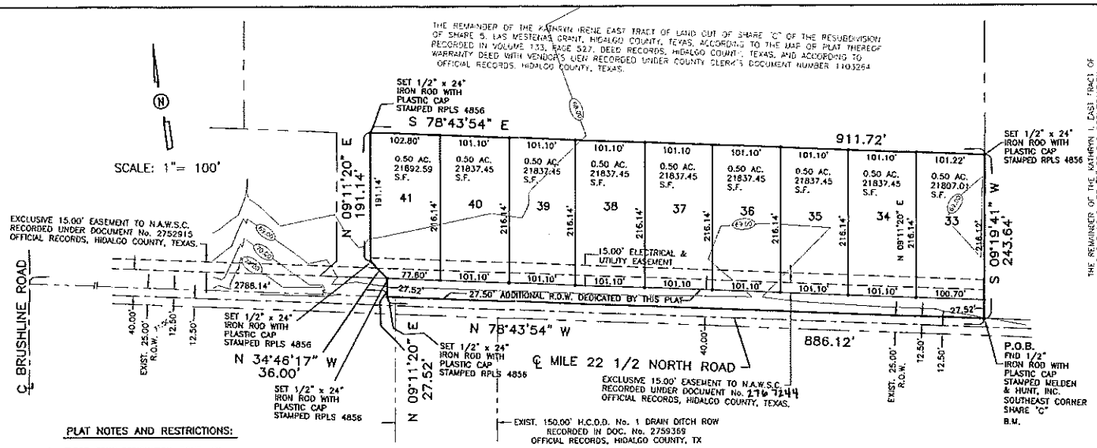
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED · LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

11-10-16
DATE



PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

COMMUNITY-PANEL NUMBER 480334 0325 D - REVISED TO REFLECT LOMR MAP REVISED: MAY 17, 2001

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- SETBACKS:
FRONT 40.00
REAR ..... 15.00 FEET
SIDE ..... 6.00 FEET
WEST SIDE OF LOT 41 ..... 10.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

3.- NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCH MARK= ELEV. 98.59 FOUND 1/2" IRON ROD WITH PLASTIC CAP STAMPED MELDEN AND HUNT INC AT THE SOUTHEAST OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM.

6.- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3975.32 CUBIC -FEET 0.09 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 2

7.- LEGEND ● - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

8.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF FOR ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPERATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATION HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

12.- KATHRYN IRENE EAST, THE OWNER & SUBDIVIDER OF LOS VIENTOS ESTATES No 3 RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14.- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.

15.- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of

11-30-16 20___.

Kathryn Irene East
LOS VIENTOS SUBDIVISION, LLC
KATHRYN IRENE EAST, MEMBER

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, KATHRYN IRENE EAST, MEMBER OF LOS VIENTOS SUBDIVISION, LLC AS OWNER OF THE 5.07 ACRES TRACT OF LAND ENCOMPRASSED WITHIN THE PROPOSED LOS VIENTOS ESTATES No. 3, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

Kathryn Irene East
LOS VIENTOS SUBDIVISION, LLC
KATHRYN IRENE EAST, MEMBER
P.M.B. 703, 2112 W. UNIVERSITY DRIVE
EDINBURG, TEXAS 78539
HIDALGO COUNTY

11-30-16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared KATHRYN IRENE EAST, MEMBER OF LOS VIENTOS SUBDIVISION, LLC approved to me through his Texas Department of Public Safety Driver License to be the persons whose names are subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.
Given under my hand and seal of office this 30th day of November, 2016.

CLARISSA ANETTE QUINTANILLA · Notary Public, State of Texas · My Commission Expires November 04, 2017

Clarissa Quintanilla
CLARISSA ANNETTE QUINTANILLA – NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the LOS VIENTOS ESTATES No 3 was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ _____
Hidalgo County Judge date
ATTEST:
_____ _____
Hidalgo County Clerk date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LOS VIENTOS ESTATES No 3 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

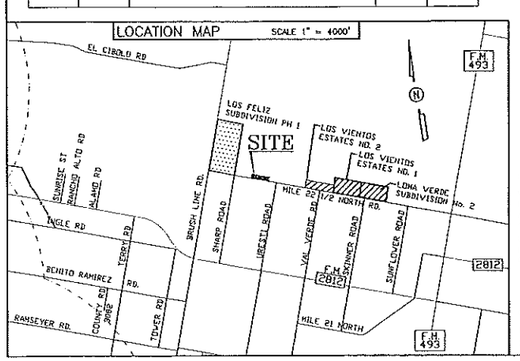
STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED · PROFESSIONAL ENGINEER

P.E. 11-28-16

ALFONSO QUINTANILLA
P.E. No. 95534
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved
1	1	ADDED PLAT NOTES	11-4-16	A.Q.



LOCATION OF SUBDIMSION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS VIENTOS ESTATES No 3 IS LOCATED IN THE CENTRAL HIDALGO COUNTY ON THE NORTH SIDE OF MILE 22-1/2 NORTH APPROXIMATELY 2788.14 FEET EAST OF ITS INTERSECTION OF BRUSHLINE ROAD.
THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100) LOS VIENTOS SUBDIVISION PHASE III, LIES APPROXIMATELY 3.70 MILES FROM THE CITY LIMITS AND IT IS NOT THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 IT LIES IN PRECINT No. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	LOS VIENTOS SUBDIVISION, LLC KATHRYN IRENE EAST, MEMBER	2112 W. UNIVERSITY DRIVE	EDINBURG, TX 78539	(956)287-8349	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. · PHONE 956-381-6480
EDINBURG, TEXAS 78539 · FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513 · OFFICE@QHAENGINEERING.COM
SURVEYING REGISTRATION NUMBER 100411-00

INDEX TO SHEETS

SHEET 1.- HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; H.A.W.S.C. CERTIFICATE, H.C. HEALTH DEPT. CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY AND DRAINAGE, AND REVISION NOTES

COUNTY COURT · COUNTY OF HIDALGO · TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

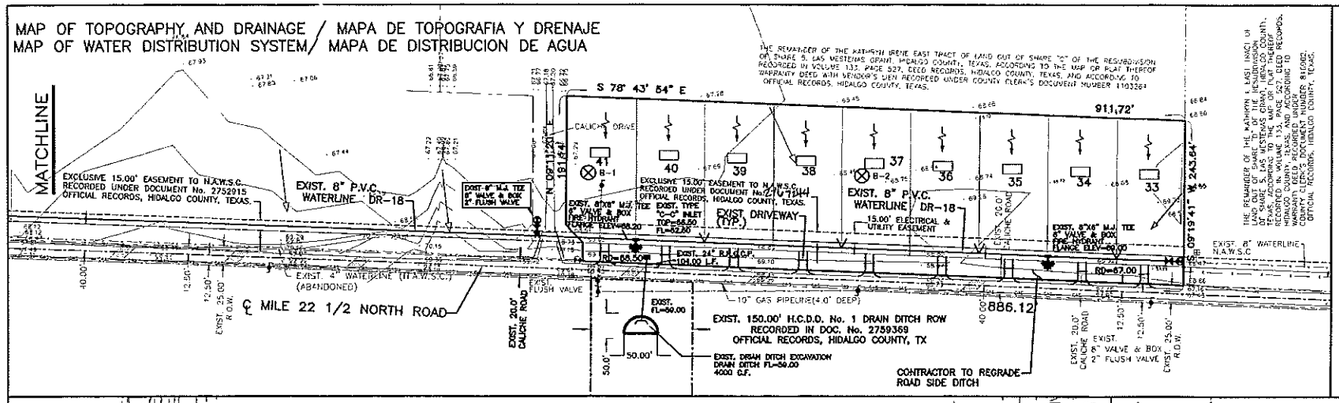
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 1 OF 2 SHEETS	FILENAME: P:\DATA\SUB\VMS.00.\LOS VIENTOS ESTATES No 3			
	DATE PREPARED JAN. 08, 2015	PREPARED BY LUIS CVZ	CHECKED BY	APPROVED BY
	DATE REVISED NOV. 1, 2016	REVISED BY M.G.	CHECKED BY	APPROVED BY

LOS VIENTOS ESTATES No. 3

A 5.07 ACRE TRACT OF LAND OUT OF SHARE "C" OF THE RESUBDIVISION OF SHARE 5, LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 133, PAGE 527, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2604133, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.


MAP OF TOPOGRAPHY, AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE
MAP OF WATER DISTRIBUTION SYSTEM / MAPA DE DISTRIBUCION DE AGUA
MATCHLINE
S 78° 43' 54" E
911.72'
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOCUMENT No. 3752015 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
EXIST. 8" P.V.C. WATERLINE DR-18
CALICHE DRIVE
EXIST. DRIVEWAY (TYP.)
15.00' ELECTRICAL & UTILITY EASEMENT
EXIST. 8" WATERLINE N.A.W.S.C.
EXIST. 4" WATERLINE (N.A.W.S.C.) (ABANDONED)
℄ MILE 22 1/2 NORTH ROAD
EXIST. 20.0' CALICHE ROAD
EXIST. 25.00' R.O.W.
EXIST. 24" R.C.P.C.P. 101.00 L.F.
EXIST. 10" GAS PIPELINE(4.0' DEEP)
EXIST. 150.00' H.C.D.D. No. 1 DRAIN DITCH ROW RECORDED IN DOC. No. 2739369 OFFICIAL RECORDS, HIDALGO COUNTY, TX
EXIST. DRAIN DITCH EXCAVATION DRAIN DITCH FL=50.00 4000 C.F.
CONTRACTOR TO REGRADE ROAD SIDE DITCH
886.12'
243.84'
THE REMAINDER OF THE KATHRYN IRENE EAST TRACT OF LAND OUT OF SHARE "C" OF THE RESUBDIVISION OF SHARE 5, LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 133, PAGE 527, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2604133, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
EXIST. 8"x8" M.J. TEE 8" VALVE & BOX 2" FLUSH VALVE
EXIST. 8"x6" M.J. TEE 6" VALVE & BOX 2" FLUSH VALVE
EXIST. 6" M.J. ELBOW
TOP=64.50 FL=52.20
TOP=64.20 FL=52.20
TOP=64.00 FL=52.20
TOP=64.00 FL=52.20
TOP=64.00

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-13-2016

PROPOSED SAN MARTIN NO. 2 SUBDIVISION, PRECINCT No. 1.

ENGINEER: QUINTANILLA, HEADLEY & ASSOCIATES DEVELOPER: TILLMIN WELCH, PRESIDENT

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 38 ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: NORTH OF CANTON ROAD APPROXIMATELY 300 FEET EAST OF VALVERDE ROAD.

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* DONNA *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 3-22-2016 PROPERTY LIES WITHIN FLOOD ZONE: " C " AS PER FEMA.

DRAINAGE DESIGN: DRAINAGE WILL BE PROVIDED BY STORM DRAINAGE PIPE SYSTEM AND DETENTION WILL BE PROVIDED BY WIDENING THE DRAIN DITCH ON THE NORTH SIDE OF THE PROPOSED SUBDIVISION DEVELOPMENT.

ROAD R.O.W. DEDICATION: 20.00 FEET ONTO CANTON ROAD.

H.C.R.O.W. FINAL APPROVAL DATE: 11-21-2016 By, ROY GONZALEZ, PCT. 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 11-22-2016 By, ELIZARDO "CHARDO" RAMOS Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD.

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 12" LOCATION: VALVERDE ROAD.

H.C.O.E.C. FINAL APPROVAL DATE: 11-04-2016 : By MARTIN RAMIREZ Environmental Compliance Coordinator

☒ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

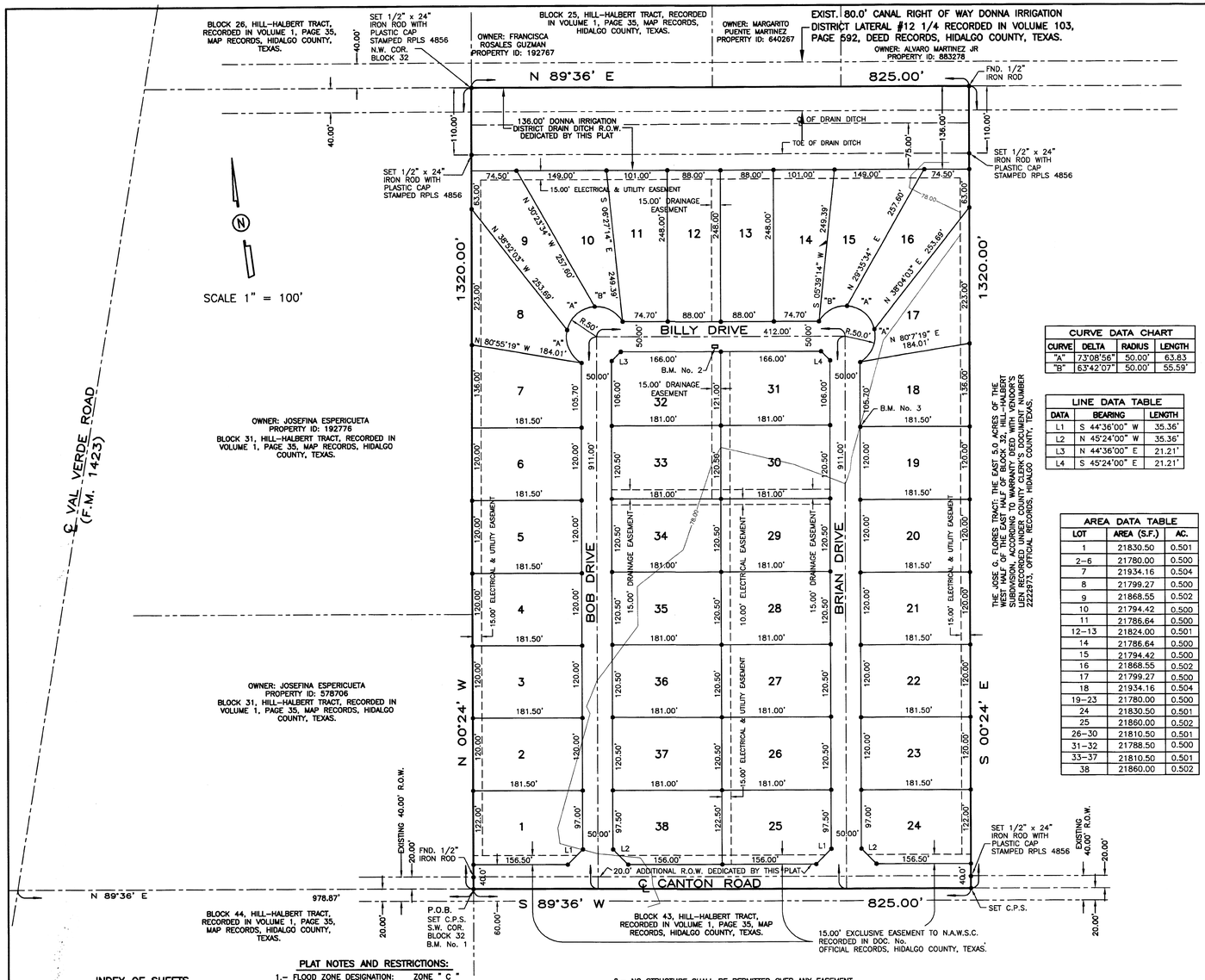
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: APRIL 26, 2016

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* DONNA.

☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



CURVE DATA CHART			
CURVE	DELTA	RADIUS	LENGTH
"A"	73°08'56"	50.00'	63.83
"B"	63°42'07"	50.00'	55.59'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 44°36'00" W	35.36'
L2	N 45°24'00" W	35.36'
L3	N 44°36'00" E	21.21'
L4	S 45°24'00" E	21.21'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	21830.50	0.501
2–6	21780.00	0.500
7	21934.16	0.504
8	21799.27	0.500
9	21868.55	0.502
10	21794.42	0.500
11	21786.64	0.500
12–13	21824.00	0.501
14	21786.64	0.500
15	21794.42	0.500
16	21868.55	0.502
17	21799.27	0.500
18	21934.16	0.504
19–23	21780.00	0.500
24	21830.50	0.501
25	21860.00	0.502
26–30	21810.50	0.501
31–32	21788.50	0.500
33–37	21810.50	0.501
38	21860.00	0.502

SUBDIVISION PLAT OF:

SAN MARTIN SUBDIVISION No. 2

A 25.00 ACRE TRACT OF LAND BEING THE WEST 25.00 ACRES OF BLOCK 32, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2721558, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 25.00 ACRE TRACT OF LAND BEING THE WEST 25.00 ACRES OF BLOCK 32, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2721558, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF CANTON ROAD FOR THE SOUTHWEST CORNER OF BLOCK 32 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°24' W, ALONG THE WEST LINE OF BLOCK 32, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF CANTON ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,210.00 FEET FOR THE TOE OF A DRAIN DITCH, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST OF BLOCK 32 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 89°36' E, ALONG THE NORTH LINE OF BLOCK 32, A DISTANCE OF 825.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE JOSE G. FLORES TRACT (THE EAST 5.0 ACRES OF THE WEST HALF OF THE EAST HALF OF BLOCK 32, HILL–HALBERT SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2222973, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°24' E, ALONG THE WEST LINE OF THE JOSE G. FLORES TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 110.00 FEET FOR THE TOE OF A DRAIN DITCH, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF CANTON ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF BLOCK 32 AND IN THE CENTERLINE OF CANTON ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 89°36' W, ALONG THE SOUTH LINE OF BLOCK 32 AND THE CENTERLINE OF CANTON ROAD, A DISTANCE OF 825.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 25.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VAL VERDE ESTATES, RECORDED IN VOLUME 31, PAGE 193–A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

FEB. 3, 2016
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument

this____ day of _____ 20____.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC., AS OWNER OF THE 25.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN MARTIN SUBDIVISION No. 2, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC.
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

CLARISSA ANNETTE QUINTANILLA · Notary Public, State of Texas · My Commission Expires November 04, 2017

CLARISSA ANNETTE QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN MARTIN SUBDIVISION No. 2 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST: _____
Hidalgo County Clerk — date

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN MARTIN SUBDIVISION No. 2 was received and approved by the city Council of the City of _____on _____, _____.

Mayor of the City of DONNA — Date

ATTEST: _____
Secretary of the City of DONNA — Date

DONNA IRRIGATION DISTRICT

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS_____ DAY OF _____, 20____.

SECRETARY — PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT SAN MARTIN SUBDIVISION No. 2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH

DATED THIS _____ DAY OF _____ 20___.
COMMISSION.

ATTEST: _____ SECRETARY — BY: _____ CHAIRMAN PLANNING COMMISSION

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534
P.E. — 12-7-16 DATE

INDEX OF SHEETS

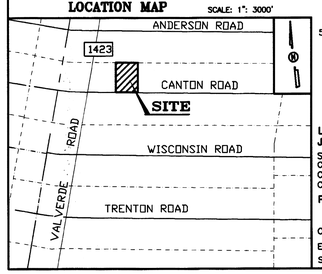
SHEET 1.– HEADING INDEX: LOCATION MAP AND ET.; PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATION: CITY OF DONNA MAYOR CERTIFICATION, CITY OF DONNA PLANNING DEPT. CERTIFICATION, HCDD NO. 1 CERTIFICATION, NORTH ALAMO WSC STATEMENT, HEALTH DEPARTMENT CERTIFICATION, DONNA IRRIGATION DISTRICT CERTIFICATION AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER DISTRIBUTION SYSTEM, OSSF OR WASTE WATER COLLECTION SYSTEM AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

LOCATION MAP

SCALE: 1": 3000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
REAR	15.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

5.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 54,510.72 CUBIC –FEET 1.25 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

6.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. No.1: ELEV. =79.82 COTTON PICKER SPLINDE SET AT THE SOUTHWEST CORNER OF THIS SUBDIVISION N.A.V.D. 88 DATUM.

B.M. NO. 2 ELEVATION= 71.17 LOCATED ON TOP OF INLET LOCATE NEAR THE NORTHEAST CORNER OF LOT 32. N.A.V.D. 88 DATUM

8.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

12.– LOTS 1, 24, 25, AND 38 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO CANTON ROAD.

13.– BUENA TIERRA DEVELOPMENT INC. TILLMIN WELCH, PRESIDENT , THE OWNER & SUBDIVIDER OF SAN MARTIN SUBDIVISION No. 2 RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

16.– 50.0' GRANT OF EASEMENT TO TRUNKLINE GAS COMPANY, RECORDED IN VOLUME 859, PAGE 124, DEED RECORDS, HIDALGO COUNTY, TEXAS HAS BEEN ABANDONED BY RELEASE OF EASEMENT RECORDED UNDER DOCUMENT No. 2712339, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SAN MARTIN SUBDIVISION No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

COUNTY COURT · COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____ DEPUTY

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN MARTIN SUBDIVISION No. 2 IS LOCATED IN MIDDLE HIDALGO COUNTY 978.87 FEET EAST OF INTERSECTION OF VAL VERDE ROAD AND NORTH SIDE OF CANTON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,798), SAN MARTIN SUBDIVISION No. 2 LIES APPROXIMATELY 2.5 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 1

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BUENA TIERRA DEVELOPMENT INC. TILLMIN WELCH, PRESIDENT	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPARATION: FEBRUARY 3, 2016

SHEET NO. 1 OF 3 SHEETS

F:\DATA\SUBD\DONNA\SAN MARTIN SUBD No2\PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
2–3–2016	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
3–17–2016	ALAS CAMBIOS		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
6–19–16	L.G.	M.G.	A.Q.

AI-57768 **Precinct #2** **19. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution recognizing the Winners of the San Juan Community Lion's Club Pageant

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:40 PM
Linda Flores	Linda Flores	12/09/2016 03:36 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Monica Badillo		Started On: 12/09/2016 01:36 PM
Final Approval Date: 12/09/2016		

RESOLUTION CONGRATULATING WINNERS OF SAN JUAN BEAUTY PAGEANT

WHEREAS, because of the efforts made by the San Juan Community Lion's Club, the City of San Juan can now claim three beauty queens; and

WHEREAS, the beauty pageant was held on Sunday, December 4 at the PSJA Early College High School Auditorium. The court consisting of three age divisions, Little Miss San Juan (first grade division), Miss San Juan (high school sophomore/junior division), and Ms. San Juan (age 17-22 division); and

WHEREAS, crowned Little Miss San Juan was Victoria Michelle Benavides, a first-grade Gifted and Talented student at Carman Elementary and daughter of Aaron Benavides and Yvonne Martinez-Benavides, and

WHEREAS, crowned Miss San Juan was Melissa Lugo, a Junior at PSJA Early College High School and daughter of Raul Felicitas Lugo, and

WHEREAS, crowned Ms. San Juan was Gwenyth Alely Razo, a loud and proud Bear Class graduate of 2014 and daughter of Xavier and Ana Cervantes; and

WHEREAS, the San Juan Community Lion's Club encourages the community to extend their congratulations to the newly crowned royalty as they're seen in parades, local events and appearances, and generally around town;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby congratulates Victoria Michelle Benavidez, Melissa Lugo, and Gwenyth Alely Razo as the three crowned winners and wishes them success in all future endeavors.

Approved this 13th 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-57693 **Precinct #3** **20. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Requesting approval to rescind action taken by Commissioner's Court on December 6, 2016 AI-57592, regarding Interlocal Cooperation Agreement between County of Hidalgo and City of Palmview.

2. 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).

3. 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 City through an Interlocal Cooperation Agreement to be entered into with the City of Palmview, Texas and Hidalgo County.

BACKGROUND

As per Mr. Crain's request #2 on the ICA was changed.

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 - Veterans Blvd.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2016 09:29 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Norma Ceballos		Started On: 12/07/2016 03:05 PM

Final Approval Date: 12/09/2016

Revised

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 lump 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 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 a lump 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 PALMVIEW

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

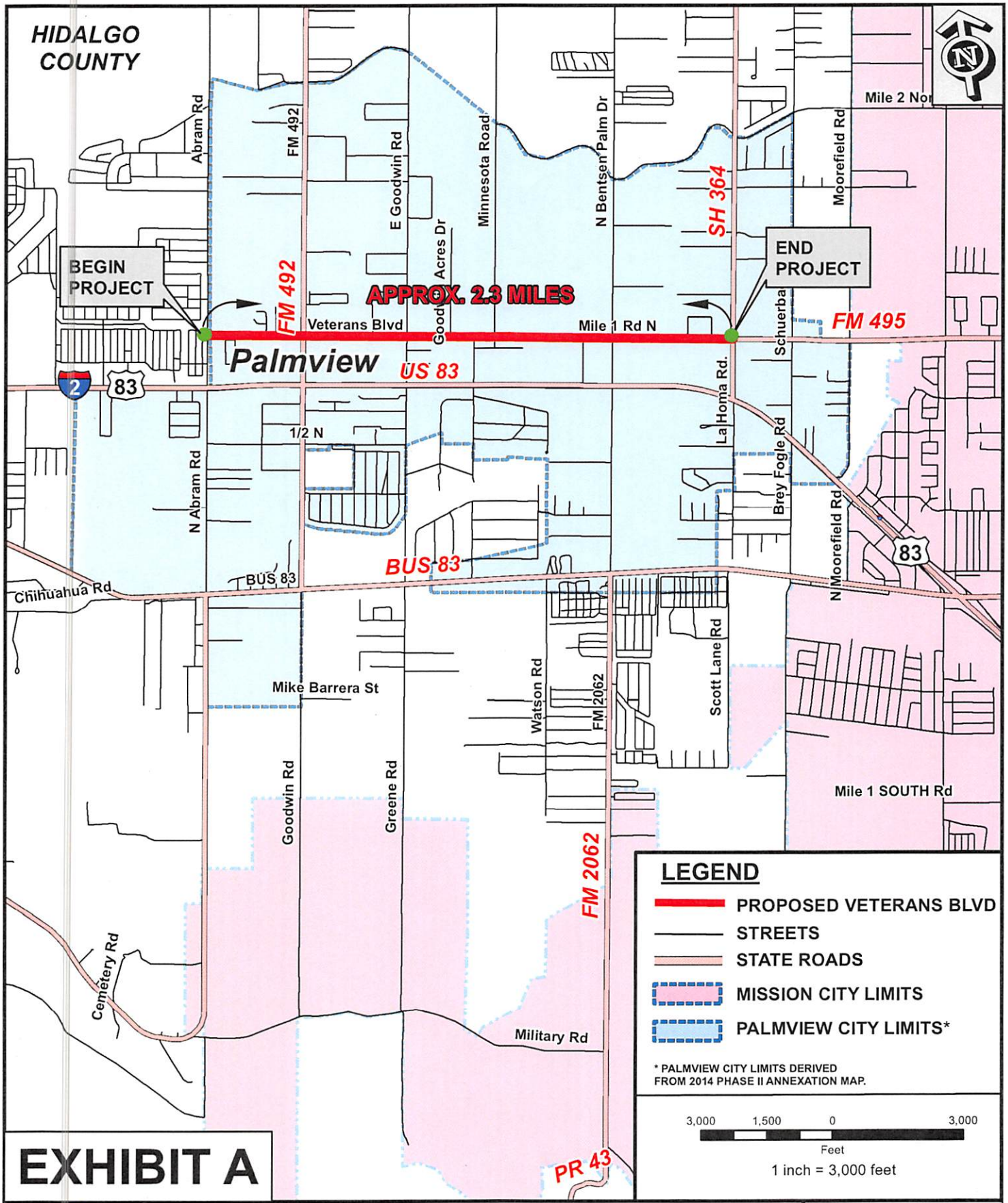


EXHIBIT A

THE COUNTY OF HIDALGO TEXAS

VETERANS BLVD (SH 495) LOCATION MAP

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES

CITY OF PALMVIEW TEXAS

Document Path: G:\GIS \PROJECTS\HIDALGO\VETERANS ROAD (MILE 1) FROM LA HOMA TO ABRAM - BUS 83\2016\VETERANS ROAD LOCATION MAP EXHIBIT A.mxd

EXHIBIT "B"

VETERANS BOULEVARD PROJECT (SH 495 EXTENSION)

ESTIMATED PROJECT COSTS

ROADWAY PROJECT:	VETERANS BOULEVARD (SH 495 Extension)
LIMITS:	from Abram Road to La Homa Road
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	70' to 85' Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban w/o Shoulders
PROPOSED ROW WIDTH:	80-FT
ESTIMATED CONSTRUCTION COST ...(ROADWAY ONLY).....	**$10,350,000.00**
LENGTH FOR 4-LANE ROADWAY ...(SECTION II)	2.3 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*TOTAL ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
PHASE I INFORMATION FOR ORIGINAL INTERLOCAL COOPERATION AGREEMENT			
WORK AUTHORIZATION NO. 1			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document with TxDOT (18 months)	100%	$ 149,850.00	$ 149,850.00
Public Involvement for the project with stakeholders and 1 Public Meeting (3 Months)	100%	$ 41,625.00	$ 41,625.00
Archeological and Historical Research	100%	$ 65,000.00	$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 31,500.00	$ 31,500.00
Schematic for Roadway	100%	$ 149,040.00	$ 149,040.00
Hydrological Map for Outfall Drain Ditch	100%	$ 66,000.00	$ 66,000.00
Schematics for Outfall Ditches	100%	$ 99,000.00	$ 99,000.00
Schematic Design fo r Siphon with Steel Pipe Bypass for Irrig Dist.	100%	$ 33,000.00	$ 33,000.00
Estimated Environmental Document Review Charges by TxDOT	100%	$ 80,000.00	$ 80,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 42,000.00	$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 54,000.00	$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA	100%	$ 48,000.00	$ 48,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 22,500.00	$ 22,500.00
Public Involvement for 1 Public Hearing	100%	$ 41,625.00	$ 41,625.00
SUB-TOTAL		$ 923,140.00	$ 923,140.00
PHASE II AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT			
WORK AUTHORIZATION NO. 2 - PRELIMINARY ESTIMATE			
PHASE II - Surveys & ROW Map			
Field Surveys for Design and Construction	100%	$ 110,400.00	$ 110,400.00
Complete ROW Map (Estimated 75 Parcels)	100%	$ 292,500.00	$ 292,500.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 724,500.00	$ 724,500.00
Subsurface Utility Engineering (SUE) (Estimated 20 non destructive holes per mile)	100%	$ 27,600.00	$ 27,600.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ 66,000.00	$ 66,000.00
Permitted Utilities Coordination to adjust	100%	$ 100,800.00	$ 100,800.00
ROADWAY CONSTRUCTION COST (100% STATE/FED)	0%	$ 10,350,000.00	$ -
TxDOT Construction Inspection (11%) (100% STATE/FED)	0%	$ 1,138,500.00	$ -
SUB-TOTAL		**$ 12,810,300.00**	**$ 1,321,800.00**
PHASE III FOR INFORMATION PURPOSES ONLY			
WORK AUTHORIZATION NO. 3 - PRELIMINARY ESTIMATE			
PHASE III - ROW Acquisition, Comp. Utility Mngmt			
Preliminary Engineering Direct State Costs for State Review & Oversight (Est. 1.2% of Construction)	100%	$ 124,200.00	$ 124,200.00
Right-of-Way Costs - Acq.Services @ (est. 75 Parcels @ $13,800/Parcel Avg.)	100%	$ 1,035,000.00	$ 1,035,000.00
Estimated County Attorney Costs for Condemnation ($15,000/Parcel based on 20% total of parcels)	100%	$ 225,000.00	$ 225,000.00
Right-of-Way State Division Review and Oversight	100%	$ 15,787.20	$ 15,787.20
Right-of-Way Costs - High Pressure Gasline Adjustment (80/20)	20%	$ 250,000.00	$ 50,000.00
Right-of-Way Acquisition for the Outfall	100%	BY HCDD#1	BY HCDD#1
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 162,000.00	$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 2.8 Ac. @ $6.5/ sq ft) (80/20)	20%	$ 789,360.00	$ 157,872.00
COMPENSABLE UTILITY (Water, Sewer, Telephone, Electricity, etc.) (80/20)	20%	$ 260,000.00	$ 52,000.00
Eng Consultant Construction Management (18 Months)	100%	$ 189,000.00	$ 189,000.00
SUB-TOTAL		$ 3,050,347.20	$ 2,010,859.20
ESTIMATED TOTAL		**$ 16,783,787.20**	**$ 4,255,799.20**

TOTAL ESTIMATED COUNTY COST: **$ 4,255,799.20** 25%

COMBINED TOTAL ESTIMATED PROJECT COST: **$ 16,783,787.20**

ESTIMATED LPA (LOCAL PUBLIC AGENCY) COSTS NOT INCLUDED IN WORK AUTH.: **$ 654,859.20**

8/3/2016

AI-57776 **Precinct #4** **21. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Lulu Lucio, COMM. PCT. #4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

1. Requesting approval to rescind action taken by Commissioners Court on 10-13-16 AI #56846 regarding approval of First Amendment to ICA with ECISD
2. Approval of First Amendment to Interlocal Cooperation Agreement (ICA) between Hidalgo County and the Edinburg Consolidated Independent School District (ECISD) (Brewster Park)

BACKGROUND

Fiscal Impact

Attachments

legal
AMENDMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 04:42 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Monica Badillo		Started On: 12/09/2016 04:24 PM
Final Approval Date: 12/09/2016		

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: Brewster Park- Termination of Language on ILA

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Dec 09, 2016 04:18 PM
Subject : Fwd: Brewster Park- Termination of Language on ILA 1 attachment
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Moni,

Pleas place this on agenda for me, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Forwarded Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Wednesday, December 7, 2016 1:44:59 PM
Subject: FW: Brewster Park- Termination of Language on ILA

Hi and good afternoon Lulu:

Please refer to the attached. Should you have any questions, please call our office.

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

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.

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.

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.

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.

-----Original Message-----
From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Wednesday, December 07, 2016 1:33 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Brewster Park- Termination of Language on ILA

Thank you, will do

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Wednesday, December 7, 2016 1:30:58 PM
Subject: RE: Brewster Park- Termination of Language on ILA

Marynel should have it to you this afternoon. You will need to attach the cost estimate sheet as Exhibit B to the First Amendment.

-----Original Message-----
From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Wednesday, December 07, 2016 11:50 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Brewster Park- Termination of Language on ILA

Good Morning Mr. Crain,

Following up on this request, can you please let me know what the status is?
Thank you for all your help!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Original Message -----
From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Friday, December 2, 2016 4:07:37 PM

Subject: Brewster Park- Termination of Language on ILA

Good Afternoon Mr. Crain,

As previously discussed with you, we would like to request that the following verbiage in the original ILA be removed.

"1. District shall, at District expense, provide to County plans and specifications for public restrooms for the Park sealed by and engineer registered in the State of Texas."

I have attached the original ILA and the First Amendment that was approved through CC on 10-17-16.
The school district has a meeting on 12-20-16 and I had not submitted the first amendment since we were going to remove language and take it to court again.

Should you have any questions please let me know, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

20161209161315473.pdf
114 KB

STATE OF TEXAS §
DISTRICT OF HIDALGO §

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This First Amendment to Interlocal Cooperation Agreement is made on this the _____ day of _____, 2016 by and between the County of Hidalgo, hereinafter referred to as the "County" and the Edinburg Consolidated Independent School District, hereinafter referred to as the "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the County and District entered into an Interlocal Cooperation Agreement (the "Agreement") dated October 14, 2014 regarding construction of a park on County real property acquired from the District;

WHEREAS, the parties desire to extend the date of finishing the construction of the improvements to the Park;

NOW, THEREFORE, for and in consideration of the mutual obligations of the parties herein and other good and valuable consideration the receipt of which hereby acknowledged, the District and County hereby mutually agree to the following:

1. Numbered paragraph 4 is deleted in its entirety and the following is inserted in lieu thereof:

   > Both parties hereto will cooperate with each other to finish all construction of the Park by June 1, 2017 in accordance with the cost estimate sheet as described on Exhibit B attached hereto.

2. Exhibit B is deleted in its entirety and Exhibit B-1 attached hereto is substituted in lieu thereof.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and District ratify and confirm the terms and provisions of the Agreement, as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

EDINBURG CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

By: _____

Print Name: _____
Title: President, Board of Trustee

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, District Judge

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Brewster Park Cost Estimate		Edinburg CISD In-Kind Contribution
Description		
Pavillion		
Labor (Conduit and Stubb out)		$ 1,780.00
(6) Back Boards & Rims-Materials		$ 4,200.00
Labor		$ 512.00
Park Memorial & Recreation		
Picnic Tables (5)		$ 2,500.00
BBQ Pits (5)		$ 2,500.00
Baseball-Softball Field		
Baseball Field Lights- Fixtures Only		$ 22,400.00
Irrigation Parts		$ 5,000.00
Fence Labor		$ 7,560.00
Baseball Score Board-Parts		$ 7,000.00
Baseball Score Board-Labor		$ 2,048.00
Site Improvements		
Electrical Labor Only		$ 18,300.00
Sidewalk Labor Only		$ 5,000.00
	Totals	$ 78,800.00



AI-57765 **Budget and Management** **22. A.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval of the following Aetna Life Insurance Company forms, agreements and applications, with authority for County Judge to sign all required documents.

1. Escheatment Customer Election
2. NYHCRA Forms
3. Claim Fiduciary Agreement
4. Stop Loss Application
5. Plan Sponsor Letter of Agreement

BACKGROUND

Fiscal Impact

Attachments

Escheatment Election Form
NYHCRA Forms
Claim Fiduciary
Stop Loss Application
PSLA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 03:00 PM
Ivan Cantu	Ivan Cantu	12/09/2016 03:38 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Angelica M. Tapia Started On: 12/09/2016 12:47 PM

Final Approval Date: 12/09/2016

CUSTOMER ELECTION PAGE

PLEASE PICK ONE

___X___ Issued basis – Escheat

Since funding is provided on a checks issued basis, outstanding benefit payment checks (checks which have not been presented for payment) will be handled, as elected by Customer, by full escheatment services whereby Aetna will review outstanding benefit payment checks and will process voids for invalid payments and mail survey letters to payees for valid payments. These surveys may result in a void for payments not due, a reissued check or the item escheated to the appropriate state.

_____ Issued basis – Stop Pay

Since funding is provided on a checks issued basis, outstanding benefit payment checks (checks which have not been presented for payment) will be handled, as elected by Customer, by stop payments processed at approximately 12 months from the issued date and amounts returned to Customer.

Customer Name: County of Hidalgo

Date: _____

Signature: _____

Name (Printed): _____Ramon Garcia_____

Title: _____

Internal Use:

Control Number: 285608

Customer Effective Date: 01/01/2017

Return to CRSEscheat by fax or email: (860)-262-9090 Attn: Sue or CRSEscheat@aetna.com

HEALTH CARE REFORM ACT-PUBLIC GOODS POOL

Effective Date: **1/1/2017**

FEDERAL EMPLOYER IDENTIFICATION # (FEIN) **74-6000717**

PAYOR NAME: **County of Hidalgo**

D/B/As (IF APPLICABLE):

ADDRESS: **2818 S BUS Highway 281**

EDINBURG, TX 78539-6243

CONTACT PERSON: **Flora Vazquez**

PHONE #: **(956) 292-7025**

E-MAIL ADDRESS: **flora.vazquez@co.hidalgo.tx.us**

If the above referenced entity is a payor that utilizes a third-party administrator (TPA)/administrative services only (ASO) for claims processing, please provide the following information:

TPA/ASO NAME: **Aetna Life Insurance Company**

TPA/ASO FEIN: **06-6033492**

By signature below, the above entity elects to make public goods surcharge payments directly to the Office of Pool Administration for all its coverages for which it assumes risk for the payment of medical claims and agrees to:

1. remit to the Department's Office of Pool Administration required surcharge payments for all applicable services on a monthly basis on or before the 30th day following the calendar month for which monies have been paid to designated providers of services;

2. provide the Department's Office of Pool Administration monthly certified reports on or before the 30th day following the calendar month for which monies have been paid which separately report patient service expenditures for services provided by designated provider type(s) (i.e., hospital inpatient, hospital outpatient, diagnostic & treatment center, laboratory [1], or ambulatory surgery center) by product line;

3. provide the Department with certification of data and access to allowance expenditure data upon request for audit verification purposes; and

[1] For services provided on or after October 1, 2000, freestanding clinical laboratories with Article 5 Title V permits are exempt from HCRA surcharges.

4. the jurisdiction of the state to maintain an action in the courts of the State of New York to enforce any provision of section 2807-j of the Public Health Law (see note below).
5 the Department's website posting of the above entity's FEIN in accordance with Publis Health Law Section 2807-j(5)(a)(iii)(D).

By signature below, the above entity also agrees to make public goods covered lives payments directly to the Department's Office of Pool Administration in instances where it provides inpatient coverage as a corporation organized and operating in accordance with Article 43 of the Insurance Law, an organization operating in accordance with Article 44 of the Public Health Law, a self-insured fund, or an HMO or insurer licensed outside New York State and authorized to write accident and health insurance and whose policy provides inpatient coverage on a an expense incurred basis. In such instances the above entity agrees to:

1. remit to the Department's Office Pool Administration within 30 days after the end of each month one-twelfth of both the individual and family unit annual assessment amounts for each of the individuals and family units residing in the state which were included on the payor's membership rolls for all or a portion of the prior month and for which the payor covered general hospital inpatient care, including retroactive additions and deletions;

2. provide the Department with data certification and access to individual and family unit data, upon request, for audit verification purposes; and

3. the jurisdiction of the state to maintain an action in the courts of the State of New York to enforce any provision of section 2807-t of the Public Health Law (see note below).

By signature below, the Chief Financial Officer or other duly authorized individual of the above entity certifies that the data submitted on all applicable attachments has been carefully prepared in accordance with instructions provided, and to the best of his/her knowledge, the information presented is accurate and correct.

Signature _____ **Title** County Judge
Chief Financial Officer or Duly Authorized Individual

Date _____

Note: Payors making an election are only agreeing to the jurisdiction of NYS courts for purposes of enforcing payments required under 2807-j and 2807-t. This does not, in any way, preclude a payor from litigating other issues in Federal court such as ERISA based challenges, etc.

COVERAGE INFORMATION (See Attached for Further Explanation)

PAYOR NAME: County of Hidalgo **FEDERAL ID#:** 74-6000717

TPA/ASO NAME: Aetna Life Insurance Company **TPA/ASO FEDERAL ID#:** 06-6033492

MARK AN "X" IN EACH COLUMN TO INDICATE TYPE OF COVERAGE BY PAYOR TYPE

	TYPE OF PAYOR:	**IDENTIFICATION OF TYPE OF COVERAGE:**									
		INDEMNITY COVERAGE	HMO NON-MEDICAID OR NON-NYS MEDICAID COVERAGE	SELF-INSURED COVERAGE	NEW YORK STATE HMO/PHSP MEDICAID COVERAGE	NEW YORK STATE GOVT PROGRAM W/INPATIENT COMPONENT & NYS LOCAL GOVT CORRECTIONS	NEW YORK STATE WORKERS COMPENSATION LAW COVERAGE	NEW YORK STATE MOTOR VEHICLE REPARATIONS ACT COVERAGE	NEW YORK STATE VOLUNTEER AMBULANCE WORKER'S BENEFIT LAW COVERAGE	NEW YORK STATE VOLUNTEER FIREFIGHTERS' BENEFIT COVERAGE	OTHER COVERAGE
1	Corporations Organized & Operating in accordance with Article 43 of the NYS Insurance Law										
2	Corporations that are Commercial Insurers licensed in New York State										
3	Corporations Organized & Operating in accordance with Article 44 of the NYS Public Health Law, not incorporated as Commercial insurers or under Article 43 of the NYS Insurance Law										
4	Self-Insured Fund with No Third Party Administrator/Administrative Svcs Only organization for claims Processing										
5	Self-Insured Fund with a Third party Administrator/Administrative Svcs Only organization for Claims Processing			X							
6	New York State governmental Agency/New York State Local Government										
7	Other (please explain below): Includes: State/Local Governments outside New York for Medical Assistance Programs; insurers licensed outside New York State, authorized to write OTHER than Accident and Health.										
8	HMOs and insurers licensed outside New York State, authorized to write Accident and Health										

Explanation of "Other" Payor identification

HEALTH CARE REFORM ACT-PUBLIC GOODS POOL

This form must be completed if an electing payor is adding or changing their TPA/ASO.

Effective Date: 1/1/2017

PAYOR INFORMATION:

Payor Name: County of Hidalgo Payor FEIN 74-6000717

Contact Person: Flora Vazquez Phone #: (956) 292-7025

Type of Status Change (check appropriate box):

☐ **Additional TPA/ASO** (complete Section II only)

☒ **Changing TPA/ASO** (complete Sections I, II & III)

I. PREVIOUS TPA/ASO INFORMATION:

TPA/ASO Name: Blue Cross Blue Shield TPA/ASO FEIN: _____

II. NEW or ADDITIONAL TPA/ASO INFORMATION:

TPA/ASO Name: Aetna Life Insurance Company TPA/ASO FEIN: 06-6033492

Address: _____

_____

TPA/ASO Contact Person: _____ TPA/ASO Phone #: _____

III. CHECK ONE OF THE FOLLOWING:

☒ Previously TPA/ASO will continue to process claims and file reports for all dates of service prior to the change for a period of one year following the end of the year in which the change in TPA occurred or until all such claims have been adjudicated, at which time a final monthly report with a copy of this form indicating same will be filed.

☐ All self-insured claims that previous TPA/ASO was responsible for have been adjudicated.
effective _____

☐ New TPA/ASO is assuming responsibility for all pending claims and HCRA reporting requirements.

Signature of Payor: _____ Date: _____

Please mail completed form to:
Mr. Jerome Alaimo, Pool Administrator
Office of Pool Administration
Excellus Blue Cross BlueShield, Central New York Region
P.O. Box 4757
Syracuse, New York 13221-4757

NEW YORK STATE DEPARTMENT OF HEALTH
Division of Health Care Financing
Third Party Administrator (TPA) or Administrative Services Only (ASO) Status Change

HEALTH CARE REFORM ACT-PUBLIC GOODS POOL

DOH - INSTRUCTIONS

This form is to be completed by a payor whose status has changed from the original election as it relates to whether a TPA/ASO is utilized for claims processing.

Effective Date: Enter effective date of status change.

Payor Information: Enter payor name, federal identification number (FEIN), contact person, and phone #.

Type of Status Change: If you are adding or changing a TPA/ASO organization, check appropriate box on type of status change being submitted.

Previous TPA/ASO Information: Enter previous TPA/ASO name/FEIN, if applicable.

New or Additional TPA/ASO Information: Enter new or additional TPA/ASO name, FEIN, address, contact person, and phone number.

Check one of the following: Check appropriate box regarding claims run out, if applicable.

Signature Section: An authorized individual from the electing payor's company must sign and date the form.

NEW YORK STATE DEPARTMENT OF HEALTH

Division of Health Care Financing **Electronic Filing User ID Application**

HEALTH CARE REFORM ACT-PUBLIC GOODS POOL

[X] **New Request** [ ] **Revision to Existing Account**

Payor/Third Party Administrator/Administrative Services Only Organization/Provider Name:
County of Hidalgo

Federal Employer Identification # (FEIN): **74-6000717**

Operating Certificates # (FOR PROVIDERS ONLY):

Report(s) being filed electronically (check ALL that apply):

[ ] Public Goods Pool

[ ] 1% Statewide Assessment **(for hospitals only)**

By signature below, the Chief Financial Officer or other duly authorized individual of the above name entity authorizes the Office of Pool Administration to assign a secure ID and password to the entity. This information will be mailed directly to the attention of the signer and must remain secured. If an email address is provided, this information will be sent electronically to the email address listed. It is the responsibility of the above named entity to ensure that this information is released only to those individuals requiring knowledge thereof.

Signature

Name (Please Print) **Ramon Garcia**

Title **County Judge**

Phone Number **(956) 318-2600**

Address **100 E. Cano St. Suite 201**

City **Edinburg** **State** TX Zip Code **78539**

E-mail Address countyjudge@co.hidalgo.tx.us

Date

Note: All fields on this form are required to be accurately completed in order for your request to be processed.

Please mail completed form to:
Mr. Jerome Alaimo, Pool Administrator
Office of Pool Administration
Excellus Blue Cross BlueShield, Central new York Region
P.O. Box 4757
Syracuse, New York 13221-4757

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, Connecticut 06156

Re: Administrative Services Only Agreement
Number ASC-**285608**

To Whom It May Concern:

Effective ***January 1, 2017***, Aetna Life Insurance Company ("Aetna"), and subsidiaries and affiliates of Aetna to the extent specifically designated as such by Aetna, are hereby designated as the Named Fiduciary(ies) under the ***County of Hidalgo*** ("Plan") with complete authority to review all denied claims for benefits under the Plan's Contract No. ASC-***285608*** (including but not limited to the denial of certification of the medical necessity of hospital or medical treatment). In exercising such fiduciary responsibility, Aetna and any such designated subsidiaries and affiliates shall have discretionary authority to determine whether and to what extent participants and beneficiaries are entitled to benefits, and to construe disputed or doubtful Plan terms. Aetna and any such designated subsidiaries and affiliates shall be deemed to have properly exercised such authority unless they have abused their discretion hereunder by acting arbitrarily and capriciously.

Very truly yours,

Plan Administrator of ***County of Hidalgo***

Accepted:

Aetna Life Insurance Company

By: _____

Title: County Judge

Date: _____

Aetna Life Insurance Company
Application for Stop Loss Insurance

Application is hereby made to Aetna Life Insurance Company, of Hartford, Connecticut (herein called Aetna) for a policy of Stop Loss Insurance, to be issued to the undersigned applicant.

COUNTY OF HIDALGO
Applicant:

2818 S BUS Highway 281, EDINBURG, TX 78539-6243
Address:

The form of the policy hereby applied for is that which has been prepared and designated by Aetna as Form No. GR-96476.

Said Policy has been approved, and its terms are hereby accepted by the applicant.

	County of Hidalgo
Signed at:	Applicant:
Date:	By:
	County Judge
Witness:	Official Title:

None
Agent(s) of Record:

(If countersignature laws require commission sharing with a duly Licensed Resident Agent in another jurisdiction, the above designation will be modified to the extent required by law.)

Your premium purchases insurance coverage from Aetna, as well as the services of any Aetna-appointed licensed independent agent or broker identified in the Application for Stop Loss Insurance. Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payment (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or Aetna. Information regarding Aetna's programs for compensating producers is also available at www.aetna.com. We appreciate your business and the opportunity to serve you.

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 shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

AI-57757 **Budget and Management** **22. B.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and authorization for the Treasurer's Office to issue wire transfer payments to Aetna to cover medical claims in the absence of weekly Commissioner's Court meetings. Wire transfer and related paperwork to be brought to Commissioner's Court for ratification on the next available Commissioner's Court meeting.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:52 PM
Glinda Pacheco	Glinda Pacheco	12/09/2016 03:09 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Angelica M. Tapia Started On: 12/09/2016 11:07 AM

Final Approval Date: 12/09/2016

AI-57778 **Budget and Management** **22. C.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to designate the amount of $1,094,782.70 in the year 2016 for expenditures related to the 1115 Waiver Program.
2. Approval to designate the amount of $3,959,639.47 in the year 2016 for expenditures related to the New Courthouse.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-444-00-240-005-0-XXX

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

BUDGETARY IMPACT:

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-419-40-125-035-0-730

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

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Merlen P. Munoz Started On: 12/09/2016 04:59 PM

Final Approval Date: 12/09/2016

AI-57388 **Budget and Management** **22. D.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Salary Schedule - Various Departments:
1. Approval of redistribution of longevity pay adopted during the budget process as listed in Exhibit A.
2. Approval of transfer(s).
3. Approval to revise the salary schedule in accordance with Commissioners Court Action.

BACKGROUND

Fiscal Impact

Attachments

fiscal
A
transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/16/2016 03:40 PM
Budget & Management	Veronica Ortiz	12/05/2016 01:08 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Patricia Ramos		Started On: 11/16/2016 09:20 AM
Final Approval Date: 12/09/2016		

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 13, 2016** **Agenda Item:** **57388**

Summary of request/proposal:
Juvenile Court Intake (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Probation Officer	7026	115	0.00	1,140.00	1,140.00
1100	Probation Officer	7027	115	0.00	780.00	780.00
1100	Probation Officer	7028	115	0.00	1,200.00	1,200.00
1100	Probation Officer	7029	115	0.00	660.00	660.00
1100	Probation Officer	7030	115	0.00	960.00	960.00
1100	Assistant Intake Probation Officer	7031	115	0.00	360.00	360.00
				0.00	5,100.00	5,100.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-423-70-330-001-0-	115	JUVENILE CI-	LONGEVITY	$5,100.00
7-1100-423-70-330-001-0-	211	JUVENILE CI-	HEALTH INSURANCE	$0.00
7-1100-423-70-330-001-0-	212	JUVENILE CI-	LIFE INSURANCE	$0.00
7-1100-423-70-330-001-0-	220	JUVENILE CI-	FICA	$390.15
7-1100-423-70-330-001-0-	230	JUVENILE CI-	RETIREMENT	$584.97
7-1100-423-70-330-001-0-	250	JUVENILE CI-	UNEMPLOYMENT COMP	$30.60
7-1100-423-70-330-001-0-	260	JUVENILE CI-	WORKER'S COMP	$17.85
			2017 Budgetary Impact	$6,123.57

Possible Funding Sources: **Transfer from Contingency**

Comments:

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 13, 2016**

Agenda Item: **57388**

Summary of request/proposal:
Juvenile Dir Supervision (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Probation Officer	7115	115	0.00	1,080.00	1,080.00
1100	Probation Officer	7116	115	0.00	1,140.00	1,140.00
1100	Probation Officer	7117	115	0.00	660.00	660.00
1100	Probation Officer	7118	115	0.00	780.00	780.00
1100	Probation Officer	7119	115	0.00	420.00	420.00
1100	Probation Officer	7120	115	0.00	660.00	660.00
1100	Probation Officer	7121	115	0.00	540.00	540.00
1100	Probation Officer	7122	115	0.00	360.00	360.00
1100	Probation Officer	7123	115	0.00	360.00	360.00
				0.00	6,000.00	6,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-423-71-330-001-0-	115	JUVENILE DS-	LONGEVITY	$6,000.00
7-1100-423-71-330-001-0-	211	JUVENILE DS-	HEALTH INSURANCE	$0.00
7-1100-423-71-330-001-0-	212	JUVENILE DS-	LIFE INSURANCE	$0.00
7-1100-423-71-330-001-0-	220	JUVENILE DS-	FICA	$459.00
7-1100-423-71-330-001-0-	230	JUVENILE DS-	RETIREMENT	$688.20
7-1100-423-71-330-001-0-	250	JUVENILE DS-	UNEMPLOYMENT COMP	$36.00
7-1100-423-71-330-001-0-	260	JUVENILE DS-	WORKER'S COMP	$21.00
			2017 Budgetary Impact	$7,204.20

Possible Funding Sources: **Transfer from Contingency**

Comments:

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 13, 2016** **Agenda Item:** **57388**

Summary of request/proposal:
Juvenile Comm Based Gen (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Assistant Community Relations Coordinator	7409	115	0.00	960.00	960.00
				0.00	960.00	960.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-423-74-330-001-0-	115	JUVENILE CBG-	LONGEVITY	$960.00
7-1100-423-74-330-001-0-	211	JUVENILE CBG-	HEALTH INSURANCE	$0.00
7-1100-423-74-330-001-0-	212	JUVENILE CBG-	LIFE INSURANCE	$0.00
7-1100-423-74-330-001-0-	220	JUVENILE CBG-	FICA	$73.44
7-1100-423-74-330-001-0-	230	JUVENILE CBG-	RETIREMENT	$110.11
7-1100-423-74-330-001-0-	250	JUVENILE CBG-	UNEMPLOYMENT COMP	$5.76
7-1100-423-74-330-001-0-	260	JUVENILE CBG-	WORKER'S COMP	$3.36
			2017 Budgetary Impact	$1,152.67

Possible Funding Sources: **Transfer from Contingency**

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 13, 2016**

Agenda Item: **57388**

Summary of request/proposal:
Juvenile PAS (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Probation Officer	7801	115	0.00	600.00	600.00
				0.00	600.00	600.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-423-78-330-001-0-	115	JUVENILE PAS-	LONGEVITY	$600.00
7-1100-423-78-330-001-0-	211	JUVENILE PAS-	HEALTH INSURANCE	$0.00
7-1100-423-78-330-001-0-	212	JUVENILE PAS-	LIFE INSURANCE	$0.00
7-1100-423-78-330-001-0-	220	JUVENILE PAS-	FICA	$45.90
7-1100-423-78-330-001-0-	230	JUVENILE PAS-	RETIREMENT	$68.82
7-1100-423-78-330-001-0-	250	JUVENILE PAS-	UNEMPLOYMENT COMP	$3.60
7-1100-423-78-330-001-0-	260	JUVENILE PAS-	WORKER'S COMP	$2.10
			2017 Budgetary Impact	$720.42

Possible Funding Sources: **Transfer from Contingency**

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 13, 2016** **Agenda Item:** **57388**

Summary of request/proposal:
TJJD-A-Basic CI (1294)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1294	Probation Officer	7001	115	1,140.00	0.00	(1,140.00)
1294	Probation Officer	7002	115	780.00	0.00	(780.00)
1294	Probation Officer	7003	115	1,200.00	0.00	(1,200.00)
1294	Probation Officer	7004	115	660.00	0.00	(660.00)
1294	Probation Officer	7005	115	960.00	0.00	(960.00)
1294	Assistant Intake Probation Officer	7006	115	360.00	0.00	(360.00)
				5,100.00	0.00	(5,100.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1294-423-70-330-010-7-	115	TJJD-A-BASIC CI-	LONGEVITY	($5,100.00)
7-1294-423-70-330-010-7-	211	TJJD-A-BASIC CI-	HEALTH INSURANCE	$0.00
7-1294-423-70-330-010-7-	212	TJJD-A-BASIC CI-	LIFE INSURANCE	$0.00
7-1294-423-70-330-010-7-	220	TJJD-A-BASIC CI-	FICA	($390.15)
7-1294-423-70-330-010-7-	230	TJJD-A-BASIC CI-	RETIREMENT	($584.97)
7-1294-423-70-330-010-7-	250	TJJD-A-BASIC CI-	UNEMPLOYMENT COMP	($30.60)
7-1294-423-70-330-010-7-	260	TJJD-A-BASIC CI-	WORKER'S COMP	($17.85)
			2017 Budgetary Impact	($6,123.57)

Possible Funding Sources: **Cost Savings**

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 13, 2016**

Agenda Item: **57388**

Summary of request/proposal:
TJJD-A-Basic DS (1294)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1294	Probation Officer	7101	115	360.00	0.00	(360.00)
1294	Probation Officer	7103	115	1,080.00	0.00	(1,080.00)
1294	Probation Officer	7104	115	1,140.00	0.00	(1,140.00)
1294	Probation Officer	7105	115	660.00	0.00	(660.00)
1294	Probation Officer	7109	115	780.00	0.00	(780.00)
1294	Probation Officer	7111	115	420.00	0.00	(420.00)
				4,440.00	0.00	(4,440.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1294-423-71-330-010-7-	115	TJJD-A-BASIC DS-	LONGEVITY	($4,440.00)
7-1294-423-71-330-010-7-	211	TJJD-A-BASIC DS-	HEALTH INSURANCE	$0.00
7-1294-423-71-330-010-7-	212	TJJD-A-BASIC DS-	LIFE INSURANCE	$0.00
7-1294-423-71-330-010-7-	220	TJJD-A-BASIC DS-	FICA	($339.66)
7-1294-423-71-330-010-7-	230	TJJD-A-BASIC DS-	RETIREMENT	($509.27)
7-1294-423-71-330-010-7-	250	TJJD-A-BASIC DS-	UNEMPLOYMENT COMP	($26.64)
7-1294-423-71-330-010-7-	260	TJJD-A-BASIC DS-	WORKER'S COMP	($15.54)
			2017 Budgetary Impact	($5,331.11)

Possible Funding Sources: **Cost Savings**

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 13, 2016**

Agenda Item: **57388**

Summary of request/proposal:
IV-E Foster Care DS (1296)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1296	Probation Officer	7102	115	660.00	0.00	(660.00)
1296	Probation Officer	7103	115	540.00	0.00	(540.00)
				1,200.00	0.00	(1,200.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1296-423-71-330-031-7-	115	IV-E FOSTER CARE DS-	LONGEVITY	($1,200.00)
7-1296-423-71-330-031-7-	211	IV-E FOSTER CARE DS-	HEALTH INSURANCE	$0.00
7-1296-423-71-330-031-7-	212	IV-E FOSTER CARE DS-	LIFE INSURANCE	$0.00
7-1296-423-71-330-031-7-	220	IV-E FOSTER CARE DS-	FICA	($91.80)
7-1296-423-71-330-031-7-	230	IV-E FOSTER CARE DS-	RETIREMENT	($137.64)
7-1296-423-71-330-031-7-	250	IV-E FOSTER CARE DS-	UNEMPLOYMENT COMP	($7.20)
7-1296-423-71-330-031-7-	260	IV-E FOSTER CARE DS-	WORKER'S COMP	($4.20)
			2017 Budgetary Impact	($1,440.84)

Possible Funding Sources: **Cost Savings**

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 13, 2016**

Agenda Item: **57388**

Summary of request/proposal:
TJJD-A-Pre&Post Adj PAS (1294)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1294	Probation Officer	7801	115	600.00	0.00	(600.00)
1294	Probation Officer	7802	115	360.00	0.00	(360.00)
				960.00	0.00	(960.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1294-423-78-330-056-7-	115	TJJD-A-PRE&POST ADJ PAS-	LONGEVITY	($960.00)
7-1294-423-78-330-056-7-	211	TJJD-A-PRE&POST ADJ PAS-	HEALTH INSURANCE	$0.00
7-1294-423-78-330-056-7-	212	TJJD-A-PRE&POST ADJ PAS-	LIFE INSURANCE	$0.00
7-1294-423-78-330-056-7-	220	TJJD-A-PRE&POST ADJ PAS-	FICA	($73.44)
7-1294-423-78-330-056-7-	230	TJJD-A-PRE&POST ADJ PAS-	RETIREMENT	($110.11)
7-1294-423-78-330-056-7-	250	TJJD-A-PRE&POST ADJ PAS-	UNEMPLOYMENT COMP	($5.76)
7-1294-423-78-330-056-7-	260	TJJD-A-PRE&POST ADJ PAS-	WORKER'S COMP	($3.36)
			2017 Budgetary Impact	($1,152.67)

Possible Funding Sources: **Cost Savings**

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 13, 2016**

Agenda Item: **57388**

Summary of request/proposal:
TJJD-A-Basic Comm Based Gen (1294)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1294	Assistant Community Relations Coordinator	7401	115	960.00	0.00	(960.00)
				960.00	0.00	(960.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1294-423-74-330-055-7-	115	TJJD-A-COMMNTY CBG-	LONGEVITY	($960.00)
7-1294-423-74-330-055-7-	211	TJJD-A-COMMNTY CBG-	HEALTH INSURANCE	$0.00
7-1294-423-74-330-055-7-	212	TJJD-A-COMMNTY CBG-	LIFE INSURANCE	$0.00
7-1294-423-74-330-055-7-	220	TJJD-A-COMMNTY CBG-	FICA	($73.44)
7-1294-423-74-330-055-7-	230	TJJD-A-COMMNTY CBG-	RETIREMENT	($110.11)
7-1294-423-74-330-055-7-	250	TJJD-A-COMMNTY CBG-	UNEMPLOYMENT COMP	($5.76)
7-1294-423-74-330-055-7-	260	TJJD-A-COMMNTY CBG-	WORKER'S COMP	($3.36)
			2017 Budgetary Impact	($1,152.67)

Possible Funding Sources: **Cost Savings**

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 13, 2016** **Agenda Item:** **57388**

Summary of request/proposal:
Health Clinics (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	System Support Specialist I	A142	115	0.00	540.00	540.00
1100	TB Program Manager	A122	115	0.00	300.00	300.00
1100	Clerk III	A127	115	0.00	1,380.00	1,380.00
1100	Licensed Vocational Nurse III-13	A136	115	0.00	540.00	540.00
1100	TB Outreach Worker/Medical Assistant	A135	115	0.00	840.00	840.00
1100	Clerk III	A140	115	0.00	480.00	480.00
1100	Texas Vaccines for Children Educator	A131	115	0.00	420.00	420.00
1100	Outreach Specialist II	A149	115	0.00	360.00	360.00
1100	Outreach Specialist II	A124	115	0.00	660.00	660.00
1100	Outreach Specialist II	A137	115	0.00	480.00	480.00
1100	Community Service Aide	G093	115	0.00	480.00	480.00
1100	Outreach Specialist II	A141	115	0.00	420.00	420.00
1100	Community Service Aide	A126	115	0.00	600.00	600.00
1100	Public Health Preparation Cordinator	G104	115	0.00	840.00	840.00
1100	Licensed Vocational Nurse II	G105	115	0.00	840.00	840.00
1100	Assistant Public Health Preparedness Coordinator	A150	115	0.00	480.00	480.00
1100	Public Health Specialist	G102	115	0.00	960.00	960.00
1100	Strategic National Stockpile Coordinator	A143	115	0.00	1,080.00	1,080.00
				0.00	11,700.00	11,700.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-441-00-340-003-0-	115	HEALTH CLINICS-	LONGEVITY	$11,700.00
7-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
7-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
7-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	$895.05
7-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	$1,341.99
7-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	$70.20
7-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	$109.98
			2017 Budgetary Impact	$14,117.22

Possible Funding Sources: **Transfer from Contingency**

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 13, 2016** **Agenda Item:** **57388**

Summary of request/proposal:
RLSS/LPHS (1293)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	System Support Specialist I	G006	115	540.00	0.00	(540.00)
				540.00	0.00	(540.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-006-6-	115	RLSS/LPHS-	LONGEVITY	($540.00)
7-1293-441-00-340-006-6-	211	RLSS/LPHS-	HEALTH INSURANCE	$0.00
7-1293-441-00-340-006-6-	212	RLSS/LPHS-	LIFE INSURANCE	$0.00
7-1293-441-00-340-006-6-	220	RLSS/LPHS-	FICA	($41.31)
7-1293-441-00-340-006-6-	230	RLSS/LPHS-	RETIREMENT	($61.94)
7-1293-441-00-340-006-6-	250	RLSS/LPHS-	UNEMPLOYMENT COMP	($3.24)
7-1293-441-00-340-006-6-	260	RLSS/LPHS-	WORKER'S COMP	($5.08)
			2017 Budgetary Impact	($651.57)

Possible Funding Sources: **Cost Savings**

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 13, 2016**

Agenda Item: **57388**

Summary of request/proposal:
T.B. Control (1293)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	TB Program Manager	G006	115	300.00	0.00	(300.00)
1293	Clerk III	G009	115	1,380.00	0.00	(1,380.00)
1293	Licensed Vocational Nurse III-13	G011	115	540.00	0.00	(540.00)
1293	TB Outreach Worker/Medical Assistant	G013	115	840.00	0.00	(840.00)
				3,060.00	0.00	(3,060.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-008-6-	115	T.B. CONTROL-	LONGEVITY	($3,060.00)
7-1293-441-00-340-008-6-	211	T.B. CONTROL-	HEALTH INSURANCE	$0.00
7-1293-441-00-340-008-6-	212	T.B. CONTROL-	LIFE INSURANCE	$0.00
7-1293-441-00-340-008-6-	220	T.B. CONTROL-	FICA	($234.09)
7-1293-441-00-340-008-6-	230	T.B. CONTROL-	RETIREMENT	($350.98)
7-1293-441-00-340-008-6-	250	T.B. CONTROL-	UNEMPLOYMENT COMP	($18.36)
7-1293-441-00-340-008-6-	260	T.B. CONTROL-	WORKER'S COMP	($28.76)
			2017 Budgetary Impact	($3,692.19)

Possible Funding Sources: **Cost Savings**

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 13, 2016** **Agenda Item:** **57388**

Summary of request/proposal:
TDH T.B. Elim (1293)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Clerk III	G012	115	480.00	0.00	(480.00)
				480.00	0.00	(480.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-011-6-	115	TDH T.B. ELIM-	LONGEVITY	($480.00)
7-1293-441-00-340-011-6-	211	TDH T.B. ELIM-	HEALTH INSURANCE	$0.00
7-1293-441-00-340-011-6-	212	TDH T.B. ELIM-	LIFE INSURANCE	$0.00
7-1293-441-00-340-011-6-	220	TDH T.B. ELIM-	FICA	($36.72)
7-1293-441-00-340-011-6-	230	TDH T.B. ELIM-	RETIREMENT	($55.06)
7-1293-441-00-340-011-6-	250	TDH T.B. ELIM-	UNEMPLOYMENT COMP	($2.88)
7-1293-441-00-340-011-6-	260	TDH T.B. ELIM-	WORKER'S COMP	($4.51)
			2017 Budgetary Impact	($579.17)

Possible Funding Sources: **Cost Savings**

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 13, 2016** **Agenda Item:** **57388**

Summary of request/proposal:
Imm Div Local (1293)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Texas Vaccines for Children Educator	0001	115	420.00	0.00	(420.00)
1293	Outreach Specialist II	0003	115	360.00	0.00	(360.00)
1293	Outreach Specialist II	0004	115	660.00	0.00	(660.00)
1293	Outreach Specialist II	0005	115	480.00	0.00	(480.00)
1293	Community Service Aide	G011	115	480.00	0.00	(480.00)
1293	Outreach Specialist II	0015	115	420.00	0.00	(420.00)
1293	Community Service Aide	0016	115	600.00	0.00	(600.00)
				3,420.00	0.00	(3,420.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-012-6-	115	IMM DIV LOCAL-	LONGEVITY	($3,420.00)
7-1293-441-00-340-012-6-	211	IMM DIV LOCAL-	HEALTH INSURANCE	$0.00
7-1293-441-00-340-012-6-	212	IMM DIV LOCAL-	LIFE INSURANCE	$0.00
7-1293-441-00-340-012-6-	220	IMM DIV LOCAL-	FICA	($261.63)
7-1293-441-00-340-012-6-	230	IMM DIV LOCAL-	RETIREMENT	($392.27)
7-1293-441-00-340-012-6-	250	IMM DIV LOCAL-	UNEMPLOYMENT COMP	($20.52)
7-1293-441-00-340-012-6-	260	IMM DIV LOCAL-	WORKER'S COMP	($32.15)
			2017 Budgetary Impact	($4,126.57)

Possible Funding Sources: **Cost Savings**

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 13, 2016** **Agenda Item:** **57388**

Summary of request/proposal:
CPS/Hazards (1293)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Public Health Preparation Cordinator	0001	115	840.00	0.00	(840.00)
1293	Licensed Vocational Nurse II	0007	115	840.00	0.00	(840.00)
1293	Assistant Public Health Preparedness Coordinator	0014	115	480.00	0.00	(480.00)
1293	Public Health Specialist	0015	115	960.00	0.00	(960.00)
1293	Strategic National Stockpile Coordinator	0016	115	1,080.00	0.00	(1,080.00)
				4,200.00	0.00	(4,200.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-10-340-013-6-	115	CPS/HAZARDS-	LONGEVITY	($4,200.00)
7-1293-441-10-340-013-6-	211	CPS/HAZARDS-	HEALTH INSURANCE	$0.00
7-1293-441-10-340-013-6-	212	CPS/HAZARDS-	LIFE INSURANCE	$0.00
7-1293-441-10-340-013-6-	220	CPS/HAZARDS-	FICA	($321.30)
7-1293-441-10-340-013-6-	230	CPS/HAZARDS-	RETIREMENT	($481.74)
7-1293-441-10-340-013-6-	250	CPS/HAZARDS-	UNEMPLOYMENT COMP	($25.20)
7-1293-441-10-340-013-6-	260	CPS/HAZARDS-	WORKER'S COMP	($39.48)
			2017 Budgetary Impact	($5,067.72)

Possible Funding Sources: **Cost Savings**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY

Department Of Budget & Management

EXHIBIT A

Redistribution of Longevity Pay

		2017 - Adopted				2017 Proposed		
Fund	Department Name	Program	Slot	Position Title	Longevity	Slot	Position Title	Longevity
1100	Juv Court Intake	330-001	7026	Probation Officer	-	7026	Probation Officer	1,140.00
1100	Juv Court Intake	330-001	7027	Probation Officer	-	7027	Probation Officer	780.00
1100	Juv Court Intake	330-001	7028	Probation Officer	-	7028	Probation Officer	1,200.00
1100	Juv Court Intake	330-001	7029	Probation Officer	-	7029	Probation Officer	660.00
1100	Juv Court Intake	330-001	7030	Probation Officer	-	7030	Probation Officer	960.00
1100	Juv Court Intake	330-001	7031	Assistant Intake Probation Officer	-	7031	Assistant Intake Probation Officer	360.00
1100	Juv Dir Supervision	330-001	7115	Probation Officer	-	7115	Probation Officer	1,080.00
1100	Juv Dir Supervision	330-001	7116	Probation Officer	-	7116	Probation Officer	1,140.00
1100	Juv Dir Supervision	330-001	7117	Probation Officer	-	7117	Probation Officer	660.00
1100	Juv Dir Supervision	330-001	7118	Probation Officer	-	7118	Probation Officer	780.00
1100	Juv Dir Supervision	330-001	7119	Probation Officer	-	7119	Probation Officer	420.00
1100	Juv Dir Supervision	330-001	7120	Probation Officer	-	7120	Probation Officer	660.00
1100	Juv Dir Supervision	330-001	7121	Probation Officer	-	7121	Probation Officer	540.00
1100	Juv Dir Supervision	330-001	7122	Probation Officer	-	7122	Probation Officer	360.00
1100	Juv Dir Supervision	330-001	7123	Probation Officer	-	7123	Probation Officer	360.00
1100	Juv Comm Based Gen	330-001	7409	Assistant Community Relations Coordinator	-	7409	Assistant Community Relations Coordinator	960.00
1100	Juvenile PAS	330-001	7801	Probation Officer	-	7801	Probation Officer	600.00
1100	Health Clinics	340-003	A142	System Support Specialist I	-	A142	System Support Specialist I	540.00
1100	Health Clinics	340-003	A122	TB Program Manager	-	A122	TB Program Manager	300.00
1100	Health Clinics	340-003	A127	Clerk III	-	A127	Clerk III	1,380.00
1100	Health Clinics	340-003	A136	Licensed Vocational Nurse III-13	-	A136	Licensed Vocational Nurse III-13	540.00
1100	Health Clinics	340-003	A135	TB Outreach Worker/Medical Assistant	-	A135	TB Outreach Worker/Medical Assistant	840.00
1100	Health Clinics	340-003	A140	Clerk III	-	A140	Clerk III	480.00
1100	Health Clinics	340-003	A131	Texas Vaccines for Children Educator	-	A131	Texas Vaccines for Children Educator	420.00
1100	Health Clinics	340-003	A149	Outreach Specialist II	-	A149	Outreach Specialist II	360.00
1100	Health Clinics	340-003	A124	Outreach Specialist II	-	A124	Outreach Specialist II	660.00
1100	Health Clinics	340-003	A137	Outreach Specialist II	-	A137	Outreach Specialist II	480.00
1100	Health Clinics	340-003	G093	Community Service Aide	-	G093	Community Service Aide	480.00
1100	Health Clinics	340-003	A141	Outreach Specialist II	-	A141	Outreach Specialist II	420.00
1100	Health Clinics	340-003	A126	Community Service Aide	-	A126	Community Service Aide	600.00
1100	Health Clinics	340-003	G104	Public Health Preparation Coordinator	-	G104	Public Health Preparation Coordinator	840.00
1100	Health Clinics	340-003	G105	Licensed Vocational Nurse II	-	G105	Licensed Vocational Nurse II	840.00
1100	Health Clinics	340-003	A150	Assistant Public Health Preparedness Coordinator	-	A150	Assistant Public Health Preparedness Coordinator	480.00
1100	Health Clinics	340-003	G102	Public Health Specialist	-	G102	Public Health Specialist	960.00
1100	Health Clinics	340-003	A143	Strategic National Stockpile Coordinator	-	A143	Strategic National Stockpile Coordinator	1,080.00
1294	TJJD-A-Basic CI	330-010	7001	Probation Officer	1,140.00	7001	Probation Officer	-

		2017 - Adopted				2017 Proposed		
Fund	Department Name	Program	Slot	Position Title	Longevity	Slot	Position Title	Longevity
1294	TJJD-A-Basic CI	330-010	7002	Probation Officer	780.00	7002	Probation Officer	-
1294	TJJD-A-Basic CI	330-010	7003	Probation Officer	1,200.00	7003	Probation Officer	-
1294	TJJD-A-Basic CI	330-010	7004	Probation Officer	660.00	7004	Probation Officer	-
1294	TJJD-A-Basic CI	330-010	7005	Probation Officer	960.00	7005	Probation Officer	-
1294	TJJD-A-Basic CI	330-010	7006	Assistant Intake Probation Officer	360.00	7006	Assistant Intake Probation Officer	-
1294	TJJD-A Basic DS	330-010	7103	Probation Officer	1,080.00	7103	Probation Officer	-
1294	TJJD-A Basic DS	330-010	7104	Probation Officer	1,140.00	7104	Probation Officer	-
1294	TJJD-A Basic DS	330-010	7105	Probation Officer	660.00	7105	Probation Officer	-
1294	TJJD-A Basic DS	330-010	7109	Probation Officer	780.00	7109	Probation Officer	-
1294	TJJD-A Basic DS	330-010	7111	Probation Officer	420.00	7111	Probation Officer	-
1296	IV-E Foster Care DS	330-031	7102	Probation Officer	660.00	7102	Probation Officer	-
1296	IV-E Foster Care DS	330-031	7103	Probation Officer	540.00	7103	Probation Officer	-
1294	TJJD-A Basic DS	330-010	7101	Probation Officer	360.00	7101	Probation Officer	-
1294	TJJD-A Pre&Post Adj PAS	330-056	7802	Probation Officer	360.00	7802	Probation Officer	-
1294	TJJD-A Basic Comm Based Gen	330-055	7401	Assitant Community Relations Coordinator	960.00	7401	Assitant Community Relations Coordinator	-
1294	TJJD-A Pre&Post Adj PAS	330-056	7801	Probation Officer	600.00	7801	Probation Officer	-
1293	RLSS/LPHS	340-006	G006	System Support Specialist I	540.00	G006	System Support Specialist I	-
1293	T.B. Control	340-008	G006	TB Program Manager	300.00	G006	TB Program Manager	-
1293	T.B. Control	340-008	G009	Clerk III	1,380.00	G009	Clerk III	-
1293	T.B. Control	340-008	G011	Licensed Vocational Nurse III-13	540.00	G011	Licensed Vocational Nurse III-13	-
1293	T.B. Control	340-008	G013	TB Outreach Worker/Medical Assistant	840.00	G013	TB Outreach Worker/Medical Assistant	-
1293	TDH T.B. Elim	340-011	G012	Clerk III	480.00	G012	Clerk III	-
1293	Imm Div Local	340-012	0001	Texas Vaccines for Children Educator	420.00	0001	Texas Vaccines for Children Educator	-
1293	Imm Div Local	340-012	0003	Outreach Specialist II	360.00	0003	Outreach Specialist II	-
1293	Imm Div Local	340-012	0004	Outreach Specialist II	660.00	0004	Outreach Specialist II	-
1293	Imm Div Local	340-012	0005	Outreach Specialist II	480.00	0005	Outreach Specialist II	-
1293	Imm Div Local	340-012	G011	Community Service Aide	480.00	G011	Community Service Aide	-
1293	Imm Div Local	340-012	0015	Outreach Specialist II	420.00	0015	Outreach Specialist II	-
1293	Imm Div Local	340-012	0016	Community Service Aide	600.00	0016	Community Service Aide	-
1293	CPS/Hazards	340-013	0001	Public Health Preparation Coordinator	840.00	0001	Public Health Preparation Coordinator	-
1293	CPS/Hazards	340-013	0007	Licensed Vocational Nurse II	840.00	0007	Licensed Vocational Nurse II	-
1293	CPS/Hazards	340-013	0014	Assistant Public Health Preparedness Coordinator	480.00	0014	Assistant Public Health Preparedness Coordinator	-
1293	CPS/Hazards	340-013	0015	Public Health Specialist	960.00	0015	Public Health Specialist	-
1293	CPS/Hazards	340-013	0016	Strategic National Stockpile Coordinator	1,080.00	0016	Strategic National Stockpile Coordinator	-

DATE: December 13, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for VARIOUS DEPT

ACCOUNT NUMBER: 7-1100-4XX-XX-XXX-00X-0-XXX

CONTACT PERSON: Patricia Ramos **PHONE:** (956) 292-7025 Ext. 5416

2017
Transfer
AI-57388

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
7-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(29,318.08)
TO			
7-1100-423-70-330-001-0- 115	JUVENILE CI-	LONGEVITY	5,100.00
7-1100-423-70-330-001-0- 220	JUVENILE CI-	FICA	390.15
7-1100-423-70-330-001-0- 230	JUVENILE CI-	RETIREMENT	584.97
7-1100-423-70-330-001-0- 250	JUVENILE CI-	UNEMPLOYMENT COMP	30.60
7-1100-423-70-330-001-0- 260	JUVENILE CI-	WORKER'S COMP	17.85
7-1100-423-71-330-001-0- 115	JUVENILE DS-	LONGEVITY	6,000.00
7-1100-423-71-330-001-0- 220	JUVENILE DS-	FICA	459.00
7-1100-423-71-330-001-0- 230	JUVENILE DS-	RETIREMENT	688.20
7-1100-423-71-330-001-0- 250	JUVENILE DS-	UNEMPLOYMENT COMP	36.00
7-1100-423-71-330-001-0- 260	JUVENILE DS-	WORKER'S COMP	21.00
7-1100-423-74-330-001-0- 115	JUVENILE CBG-	LONGEVITY	960.00
7-1100-423-74-330-001-0- 220	JUVENILE CBG-	FICA	73.44
7-1100-423-74-330-001-0- 230	JUVENILE CBG-	RETIREMENT	110.11
7-1100-423-74-330-001-0- 250	JUVENILE CBG-	UNEMPLOYMENT COMP	5.76
7-1100-423-74-330-001-0- 260	JUVENILE CBG-	WORKER'S COMP	3.36
7-1100-423-78-330-001-0- 115	JUVENILE PAS-	LONGEVITY	600.00
7-1100-423-78-330-001-0- 220	JUVENILE PAS-	FICA	45.90
7-1100-423-78-330-001-0- 230	JUVENILE PAS-	RETIREMENT	68.82
7-1100-423-78-330-001-0- 250	JUVENILE PAS-	UNEMPLOYMENT COMP	3.60
7-1100-423-78-330-001-0- 260	JUVENILE PAS-	WORKER'S COMP	2.10
7-1100-441-00-340-003-0- 115	HEALTH CLINICS-	LONGEVITY	11,700.00
7-1100-441-00-340-003-0- 220	HEALTH CLINICS-	FICA	895.05
7-1100-441-00-340-003-0- 230	HEALTH CLINICS-	RETIREMENT	1,341.99
7-1100-441-00-340-003-0- 250	HEALTH CLINICS-	UNEMPLOYMENT COMP	70.20
7-1100-441-00-340-003-0- 260	HEALTH CLINICS-	WORKER'S COMP	109.98
	TOTAL BUDGET INCREASE (DECREASE)		$ 0.00

REASON: **Transfer needed to fund personnel actions, AI-57388 CC 12/13/16.**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-57637 **Budget and Management** **22. E.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Salary Schedule - Various Departments:
1. Approval to correct salary schedule discrepancies adopted during the budget process as listed in Exhibit A, effective 01/01/17.
2. Approval of transfer(s).
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

Attachments

fiscal
A
TRANSFERS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/05/2016 02:15 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Patricia Ramos		Started On: 12/05/2016 08:45 AM
Final Approval Date: 12/09/2016		

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
TJJD-A Basic DS (1294)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1294	Probation Officer	7107	113	44,245.00	44,245.00	0.00
1294	Probation Officer	7107	115	300.00	0.00	(300.00)
				44,545.00	44,245.00	(300.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1294-423-71-330-010-7-	113	TJJD-A-BASIC DS-	REGULAR FULL TIME	$0.00
7-1294-423-71-330-010-7-	115	TJJD-A-BASIC DS-	LONGEVITY PAY	($300.00)
7-1294-423-71-330-010-7-	211	TJJD-A-BASIC DS-	HEALTH INSURANCE	$0.00
7-1294-423-71-330-010-7-	212	TJJD-A-BASIC DS-	LIFE INSURANCE	$0.00
7-1294-423-71-330-010-7-	220	TJJD-A-BASIC DS-	FICA	($22.95)
7-1294-423-71-330-010-7-	230	TJJD-A-BASIC DS-	RETIREMENT	($34.41)
7-1294-423-71-330-010-7-	250	TJJD-A-BASIC DS-	UNEMPLOYMENT COMP	($1.80)
7-1294-423-71-330-010-7-	260	TJJD-A-BASIC DS-	WORKER'S COMP	($1.05)
			2017 Budgetary Impact	($360.21)

Possible Funding Sources:

Comments:

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
Juvenile DS (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Probation Officer	7125	115	0.00	300.00	300.00
				0.00	300.00	300.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-423-71-330-001-0-	113	JUVENILE DS-	REGULAR FULL TIME	$0.00
7-1100-423-71-330-001-0-	115	JUVENILE DS-	LONGEVITY	$300.00
7-1100-423-71-330-001-0-	211	JUVENILE DS-	HEALTH INSURANCE	$0.00
7-1100-423-71-330-001-0-	212	JUVENILE DS-	LIFE INSURANCE	$0.00
7-1100-423-71-330-001-0-	220	JUVENILE DS-	FICA	$22.95
7-1100-423-71-330-001-0-	230	JUVENILE DS-	RETIREMENT	$34.41
7-1100-423-71-330-001-0-	250	JUVENILE DS-	UNEMPLOYMENT COMP	$1.80
7-1100-423-71-330-001-0-	260	JUVENILE DS-	WORKER'S COMP	$1.05
			2017 Budgetary Impact	$360.21

Possible Funding Sources:

Comments:

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
389TH DC (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Court Coordinator	0002	113	66,852.00	65,990.00	(862.00)
1100	Assistant Court Coordinator	0004	113	61,749.00	62,498.00	749.00
1100	Assistant Court Coordinator	0004	116	2,500.00	3,500.00	1,000.00
				131,101.00	131,988.00	887.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-008-001-0-	113	389TH DC-	REG F/T EMPLOYEES	($113.00)
7-1100-412-00-008-001-0-	116	389TH DC-	INTERPRETER PAY	$1,000.00
7-1100-412-00-008-001-0-	211	389TH DC-	HEALTH INSURANCE	$0.00
7-1100-412-00-008-001-0-	212	389TH DC-	LIFE INSURANCE	$0.00
7-1100-412-00-008-001-0-	220	389TH DC-	FICA	$67.86
7-1100-412-00-008-001-0-	230	389TH DC-	RETIREMENT	$101.74
7-1100-412-00-008-001-0-	250	389TH DC-	UNEMPLOYMENT COMP	$5.32
7-1100-412-00-008-001-0-	260	389TH DC-	WORKER'S COMP	$1.86
			2017 Budgetary Impact	$1,063.78

Possible Funding Sources:

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
CO CLERK (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy County Clerk III	0015	113	38,154.00	39,154.00	1,000.00
				38,154.00	39,154.00	1,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-415-40-180-001-0-	113	CO CLERK-	REG F/T EMPLOYEES	$1,000.00
7-1100-415-40-180-001-0-	211	CO CLERK-	HEALTH INSURANCE	$0.00
7-1100-415-40-180-001-0-	212	CO CLERK-	LIFE INSURANCE	$0.00
7-1100-415-40-180-001-0-	220	CO CLERK-	FICA	$76.50
7-1100-415-40-180-001-0-	230	CO CLERK-	RETIREMENT	$112.50
7-1100-415-40-180-001-0-	250	CO CLERK-	UNEMPLOYMENT COMP	$6.00
7-1100-415-40-180-001-0-	260	CO CLERK-	WORKER'S COMP	$2.10
			2017 Budgetary Impact	$1,197.10

Possible Funding Sources:

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
T.B. CONTROL (1293)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	TB Registered Nurse	G008	113	62,475.00	62,475.00	0.00
1293	TB Registered Nurse	G008	115	300.00	0.00	(300.00)
				62,775.00	62,475.00	(300.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-008-6-	115	TB CONTROL-	LONGEVITY PAY	($300.00)
7-1293-441-00-340-008-6-	211	TB CONTROL-	HEALTH INSURANCE	$0.00
7-1293-441-00-340-008-6-	212	TB CONTROL-	LIFE INSURANCE	$0.00
7-1293-441-00-340-008-6-	220	TB CONTROL-	FICA	($22.95)
7-1293-441-00-340-008-6-	230	TB CONTROL-	RETIREMENT	($33.75)
7-1293-441-00-340-008-6-	250	TB CONTROL-	UNEMPLOYMENT COMP	($1.80)
7-1293-441-00-340-008-6-	260	TB CONTROL-	WORKER'S COMP	($2.82)
			2017 Budgetary Impact	($361.32)

Possible Funding Sources: Cost Savings

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
HEALTH CLINICS (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	TB Registered Nurse	A155	115	0.00	300.00	300.00
1100	TVFC Assistant Program Manager	A123	113	1.00	0.00	(1.00)
				1.00	300.00	299.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-441-00-340-003-0-	113	HEALTH CLINICS-	REG F/T EMPLOYEES	($1.00)
7-1100-441-00-340-003-0-	115	HEALTH CLINICS-	LONGEVITY PAY	$300.00
7-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
7-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
7-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	$22.87
7-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	$33.64
7-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	$1.79
7-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	$2.81
			2017 Budgetary Impact	$360.11

Possible Funding Sources:

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
COURTHOUSE SECURITY (1241)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1241	Deputy Sheriff Step I	0008	117	1,200.00	1,800.00	600.00
				1,200.00	1,800.00	600.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1241-421-23-125-032-0-	113	COURTHOUSE SECURITY-	REG F/T EMPLOYEES	$0.00
7-1241-421-23-125-032-0-	117	COURTHOUSE SECURITY-	SUPPLEMENTAL PAY	$600.00
7-1241-421-23-125-032-0-	211	COURTHOUSE SECURITY-	HEALTH INSURANCE	$0.00
7-1241-421-23-125-032-0-	212	COURTHOUSE SECURITY-	LIFE INSURANCE	$0.00
7-1241-421-23-125-032-0-	220	COURTHOUSE SECURITY-	FICA	$45.90
7-1241-421-23-125-032-0-	230	COURTHOUSE SECURITY-	RETIREMENT	$67.50
7-1241-421-23-125-032-0-	250	COURTHOUSE SECURITY-	UNEMPLOYMENT COMP	$3.60
7-1241-421-23-125-032-0-	260	COURTHOUSE SECURITY-	WORKER'S COMP	$18.72
			2017 Budgetary Impact	$735.72

Possible Funding Sources:

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
SHERIFF (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Sergeant Step II	0029	117	1,200.00	3,300.00	2,100.00
1100	Deputy Sheriff Step I	0050	117	1,500.00	1,800.00	300.00
1100	Deputy Sheriff Step I	0083	117	0.00	1,800.00	1,800.00
1100	Deputy Sheriff Step I	0084	117	3,300.00	3,600.00	300.00
1100	Deputy Sheriff Step I	0086	117	1,500.00	3,600.00	2,100.00
1100	Deputy Sheriff Step II	0142	117	1,800.00	0.00	(1,800.00)
1100	Deputy Sheriff Step I	0153	117	1,200.00	3,300.00	2,100.00
1100	Deputy Sheriff Step II	0235	117	0.00	600.00	600.00
1100	Deputy Sheriff Step II	0238	117	2,100.00	3,300.00	1,200.00
1100	Communications Officer Step I	0259	117	0.00	1,200.00	1,200.00
1100	Communications Officer Step I	0270	117	2,100.00	0.00	(2,100.00)
1100	Senior Deputy Sheriff Step III	0329	117	600.00	1,800.00	1,200.00
				15,300.00	24,300.00	9,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-421-00-280-001-0-	113	SHERIFF-	REG F/T EMPLOYEES	$0.00
7-1100-421-00-280-001-0-	117	SHERIFF-	SUPPLEMENTAL PAY	$9,000.00
7-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
7-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
7-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$688.50
7-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$1,012.50
7-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$54.00
7-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$280.80
			2017 Budgetary Impact	$11,035.80

Possible Funding Sources:

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
JAIL (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Detention Sergeant Step III	0029	117	0.00	1,200.00	1,200.00
1100	Senior Detention Officer Step V	0053	117	1,200.00	0.00	(1,200.00)
1100	Detention Officer	0056	117	0.00	1,800.00	1,800.00
1100	Detention Officer Step I	0079	117	1,200.00	0.00	(1,200.00)
1100	Senior Detention Officer Step IV	0087	117	2,100.00	0.00	(2,100.00)
1100	Detention Officer Step I	0098	117	2,100.00	0.00	(2,100.00)
1100	Detention Officer	0107	117	1,200.00	0.00	(1,200.00)
1100	Detention Officer Step I	0121	117	1,200.00	0.00	(1,200.00)
1100	Detention Officer Step I	0134	117	2,100.00	1,800.00	(300.00)
1100	Detention Officer Step II	0171	117	3,600.00	1,500.00	(2,100.00)
1100	Detention Officer Step I	0173	117	0.00	2,100.00	2,100.00
1100	Detention Officer	0283	117	0.00	1,200.00	1,200.00
1100	Senior Detention Officer Step III	0306	117	1,500.00	1,800.00	300.00
1100	Detention Officer Step I	0315	117	0.00	1,200.00	1,200.00
1100	Detention Officer Step II	0331	117	2,100.00	0.00	(2,100.00)
1100	Detention Officer Step I	0345	117	0.00	600.00	600.00
1100	Detention Officer Step I	0416	117	2,100.00	0.00	(2,100.00)
				20,400.00	13,200.00	(7,200.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-423-21-280-002-0-	113	JAIL-	REG F/T EMPLOYEES	$0.00
7-1100-423-21-280-002-0-	117	JAIL-	SUPPLEMENTAL PAY	($7,200.00)
7-1100-423-21-280-002-0-	211	JAIL-	HEALTH INSURANCE	$0.00
7-1100-423-21-280-002-0-	212	JAIL-	LIFE INSURANCE	$0.00
7-1100-423-21-280-002-0-	220	JAIL-	FICA	($550.80)
7-1100-423-21-280-002-0-	230	JAIL-	RETIREMENT	($810.00)
7-1100-423-21-280-002-0-	250	JAIL-	UNEMPLOYMENT COMP	($43.20)
7-1100-423-21-280-002-0-	260	JAIL-	WORKER'S COMP	($224.64)
			2017 Budgetary Impact	($8,828.64)

Possible Funding Sources: Cost Savings

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
JAIL COMMISSARY (2102)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
2102	Detention Officer Step I	0015	117	0.00	1,200.00	1,200.00
				0.00	1,200.00	1,200.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-2102-423-21-280-015-0-	113	JAIL COMMISSARY-	REG F/T EMPLOYEES	$0.00
7-2102-423-21-280-015-0-	117	JAIL COMMISSARY-	SUPPLEMENTAL PAY	$1,200.00
7-2102-423-21-280-015-0-	211	JAIL COMMISSARY-	HEALTH INSURANCE	$0.00
7-2102-423-21-280-015-0-	212	JAIL COMMISSARY-	LIFE INSURANCE	$0.00
7-2102-423-21-280-015-0-	220	JAIL COMMISSARY-	FICA	$91.80
7-2102-423-21-280-015-0-	230	JAIL COMMISSARY-	RETIREMENT	$135.00
7-2102-423-21-280-015-0-	250	JAIL COMMISSARY-	UNEMPLOYMENT COMP	$7.20
7-2102-423-21-280-015-0-	260	JAIL COMMISSARY-	WORKER'S COMP	$37.44
			2017 Budgetary Impact	$1,471.44

Possible Funding Sources:

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
CONSTABLE PCT 3 - STOP (1285)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1285	Deputy Constable	0002	117	0.00	1,200.00	1,200.00
				0.00	1,200.00	1,200.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1285-421-00-293-005-7-	113	CONST PCT 3-STOP-	REG F/T EMPLOYEES	$0.00
7-1285-421-00-293-005-7-	117	CONST PCT 3-STOP-	SUPPLEMENTAL PAY	$1,200.00
7-1285-421-00-293-005-7-	211	CONST PCT 3-STOP-	HEALTH INSURANCE	$0.00
7-1285-421-00-293-005-7-	212	CONST PCT 3-STOP-	LIFE INSURANCE	$0.00
7-1285-421-00-293-005-7-	220	CONST PCT 3-STOP-	FICA	$91.80
7-1285-421-00-293-005-7-	230	CONST PCT 3-STOP-	RETIREMENT	$135.00
7-1285-421-00-293-005-7-	250	CONST PCT 3-STOP-	UNEMPLOYMENT COMP	$7.20
7-1285-421-00-293-005-7-	260	CONST PCT 3-STOP-	WORKER'S COMP	$37.44
			2017 Budgetary Impact	$1,471.44

Possible Funding Sources:

Comments:

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 13, 2016 Agenda Item: 57637

Summary of request/proposal:
CONSTABLE PCT 4 (1100)-
Approval of the following personnel actions, effective 01/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Constable Step II	0003	117	1,200.00	0.00	(1,200.00)
1100	Deputy Constable Step I	0013	117	1,200.00	0.00	(1,200.00)
				2,400.00	0.00	(2,400.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-421-00-294-001-0-	113	CONSTABLE PCT 4-	REG F/T EMPLOYEES	$0.00
7-1100-421-00-294-001-0-	117	CONSTABLE PCT 4-	SUPPLEMENTAL PAY	($2,400.00)
7-1100-421-00-294-001-0-	211	CONSTABLE PCT 4-	HEALTH INSURANCE	$0.00
7-1100-421-00-294-001-0-	212	CONSTABLE PCT 4-	LIFE INSURANCE	$0.00
7-1100-421-00-294-001-0-	220	CONSTABLE PCT 4-	FICA	($183.60)
7-1100-421-00-294-001-0-	230	CONSTABLE PCT 4-	RETIREMENT	($270.00)
7-1100-421-00-294-001-0-	250	CONSTABLE PCT 4-	UNEMPLOYMENT COMP	($14.40)
7-1100-421-00-294-001-0-	260	CONSTABLE PCT 4-	WORKER'S COMP	($74.88)
			2017 Budgetary Impact	($2,942.88)

Possible Funding Sources: Cost Savings

Comments:

HIDALGO COUNTY

Department Of Budget & Management

Exhibit A

REDISTRIBUTION OF LONGEVITY PAY/CREATE ALLOWANCE SLOT

2017 - Adopted							2017 Proposed		
Fund	Department Name	Program	Slot	Obj.	Position Title	Salary/ Allowance	Slot	Position Title	Salary/ Allowance
1294	TJJD-A Basic DS	330-010	7107	113	Probation Officer	44,245.00	7107	Probation Officer	44,245.00
1294	TJJD-A Basic DS	330-010	7107	115	Probation Officer	300.00	7107	Probation Officer	-
1100	Juv Dir Supervision	330-001	-	115	-	-	7125	Probation Officer	300.00
1293	T.B. Control	340-008	G008	113	TB Registered Nurse	62,475.00	G008	TB Registered Nurse	62,475.00
1293	T.B. Control	340-008	G008	115	TB Registered Nurse	300.00	G008	TB Registered Nurse	-
1100	Health Clinics	340-008	-	115	-	-	A155	TB Registered Nurse	300.00

APPROVED BUDGETED SALARY

2017 - Adopted							2017 - Proposed		
Fund	Department Name	Program	Slot	Obj.	Position Title	Salary	Slot	Position Title	Salary
1100	389TH DC	008-001	0002	113	Court Coordinator	66,852.00	0002	Court Coordinator	65,990.00
1100	389TH DC	008-001	0004	113	Assistant Court Coordinator	61,749.00	0004	Assistant Court Coordinator	62,498.00
1100	Co Clerk	180-001	0015	113	Deputy County Clerk III	38,154.00	0015	Deputy County Clerk III	39,154.00
1100	Health Clinics	340-003	A123	113	TVFC Assistant Program Manager	1.00	A123	TVFC Assistant Program Manager	-

APPROVED ALLOWANCE

2017 - Adopted							2017 - Proposed		
Fund	Department Name	Program	Slot	Obj.	Position Title	Allowance	Slot	Position Title	Allowance
1100	389TH DC	008-001	0004	116	Assistant Court Coordinator	2,500.00	0004	Assistant Court Coordinator	3,500.00

CORRECTION TO POSITION TITLE

2017 - Adopted							2017 - Proposed		
Fund	Department Name	Program	Slot	Obj.	Position Title	Salary	Slot	Position Title	Salary
1100	CCL#1	021-001	0005	113	Court Administrator/Interpreter	48,473.00	0005	Assistant Court Coordinator	48,473.00
1100	Co Clerk	180-001	0077	113	Collections Enforcement Officer I	31,252.00	0077	Collections Enforcement Officer II	31,252.00

APPROVED SUPPLEMENTAL PAY

2017 - Adopted							2017 - Proposed		
Fund	Department Name	Program	Slot	Obj.	Position Title	Allowance	Slot	Position Title	Allowance
1241	Courthouse Security	125-032	0008	117	Deputy Sheriff Step I	1,200.00	0008	Deputy Sheriff Step I	1,800.00
1100	Sheriff	280-001	0029	117	Sergeant Step II	1,200.00	0029	Sergeant Step II	3,300.00
1100	Sheriff	280-001	0050	117	Deputy Sheriff Step I	1,500.00	0050	Deputy Sheriff Step I	1,800.00
1100	Sheriff	280-001	0083	117	Deputy Sheriff Step I	-	0083	Deputy Sheriff Step I	1,800.00
1100	Sheriff	280-001	0084	117	Deputy Sheriff Step I	3,300.00	0084	Deputy Sheriff Step I	3,600.00
1100	Sheriff	280-001	0086	117	Deputy Sheriff Step I	1,500.00	0086	Deputy Sheriff Step I	3,600.00
1100	Sheriff	280-001	0142	117	Deputy Sheriff Step II	1,800.00	0142	Deputy Sheriff Step II	-
1100	Sheriff	280-001	0153	117	Deputy Sheriff Step I	1,200.00	0153	Deputy Sheriff Step I	3,300.00
1100	Sheriff	280-001	0235	117	Deputy Sheriff Step II	-	0235	Deputy Sheriff Step II	600.00
1100	Sheriff	280-001	0238	117	Deputy Sheriff Step II	2,100.00	0238	Deputy Sheriff Step II	3,300.00
1100	Sheriff	280-001	0259	117	Communications Officer Step I	-	0259	Communications Officer Step I	1,200.00
1100	Sheriff	280-001	0270	117	Communications Officer Step I	2,100.00	0270	Communications Officer Step I	-
1100	Sheriff	280-001	0329	117	Senior Deputy Sheriff Step III	600.00	0329	Senior Deputy Sheriff Step III	1,800.00
1100	Jail	280-002	0029	117	Detention Sergeant Step III	-	0029	Detention Sergeant Step III	1,200.00
1100	Jail	280-002	0053	117	Senior Detention Officer Step V	1,200.00	0053	Senior Detention Officer Step V	-
1100	Jail	280-002	0056	117	Detention Officer	-	0056	Detention Officer	1,800.00
1100	Jail	280-002	0079	117	Detention Officer Step I	1,200.00	0079	Detention Officer Step I	-
1100	Jail	280-002	0087	117	Senior Detention Officer Step IV	2,100.00	0087	Senior Detention Officer Step IV	-
1100	Jail	280-002	0098	117	Detention Officer Step I	2,100.00	0098	Detention Officer Step I	-
1100	Jail	280-002	0107	117	Detention Officer	1,200.00	0107	Detention Officer	-
1100	Jail	280-002	0121	117	Detention Officer Step I	1,200.00	0121	Detention Officer Step I	-
1100	Jail	280-002	0134	117	Detention Officer Step I	2,100.00	0134	Detention Officer Step I	1,800.00
1100	Jail	280-002	0171	117	Detention Officer Step II	3,600.00	0171	Detention Officer Step II	1,500.00
1100	Jail	280-002	0173	117	Detention Officer Step I	-	0173	Detention Officer Step I	2,100.00
1100	Jail	280-002	0283	117	Detention Officer	-	0283	Detention Officer	1,200.00
1100	Jail	280-002	0306	117	Senior Detention Officer Step III	1,500.00	0306	Senior Detention Officer Step III	1,800.00
1100	Jail	280-002	0315	117	Detention Officer Step I	-	0315	Detention Officer Step I	1,200.00
1100	Jail	280-002	0331	117	Detention Officer Step II	2,100.00	0331	Detention Officer Step II	-

1100	Jail	280-002	0345	117	Detention Officer Step I	-	0345	Detention Officer Step I	600.00
1100	Jail	280-002	0416	117	Detention Officer Step I	2,100.00	0416	Detention Officer Step I	-
2102	Jail Commissary	280-015	0015	117	Detention Officer Step I	-	0015	Detention Officer Step I	1,200.00
1285	Constable Pct. 3	293-005	0002	117	Deputy Constable	-	0002	Deputy Constable	1,200.00
1100	Constable Pct. 4	294-001	0003	117	Deputy Constable Step II	1,200.00	0003	Deputy Constable Step II	-
1100	Constable Pct. 4	294-001	0013	117	Deputy Constable Step I	1,200.00	0013	Deputy Constable Step I	-

DATE: December 13, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Depts

ACCOUNT NUMBER: 7-1100-4XX-XX-XXX-00X-0-XXX

2017
Transfer
AI-57637

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
7-1100-415-00-115-002-0- 899	Co Wide Adm-	Contingency	(14,131.00)
TO			
7-1100-423-71-330-001-0- 115	Juvenile DS-	Longevity Pay	300.00
7-1100-423-71-330-001-0- 220	Juvenile DS-	FICA	22.95
7-1100-423-71-330-001-0- 230	Juvenile DS-	Retirement	34.41
7-1100-423-71-330-001-0- 250	Juvenile DS-	Unemployment Comp	1.80
7-1100-423-71-330-001-0- 260	Juvenile DS-	Workers Comp	1.05
7-1100-412-00-008-001-0- 116	389th DC-	Interpreter Pay	1,000.00
7-1100-412-00-008-001-0- 220	389th DC-	FICA	67.86
7-1100-412-00-008-001-0- 230	389th DC-	Retirement	101.74
7-1100-412-00-008-001-0- 250	389th DC-	Unemployment Comp	5.32
7-1100-412-00-008-001-0- 260	389th DC-	Workers Comp	1.86
7-1100-415-40-180-001-0- 113	Co Clerk-	Reg F/T Employees	1,000.00
7-1100-415-40-180-001-0- 220	Co Clerk-	FICA	76.50
7-1100-415-40-180-001-0- 230	Co Clerk-	Retirement	112.50
7-1100-415-40-180-001-0- 250	Co Clerk-	Unemployment Comp	6.00
7-1100-415-40-180-001-0- 260	Co Clerk-	Workers Comp	2.10
7-1100-441-00-340-003-0- 115	Health Clinics-	Longevity Pay	300.00
7-1100-441-00-340-003-0- 220	Health Clinics-	FICA	22.87
7-1100-441-00-340-003-0- 230	Health Clinics-	Retirement	33.64
7-1100-441-00-340-003-0- 250	Health Clinics-	Unemployment Comp	1.79
7-1100-441-00-340-003-0- 260	Health Clinics-	Workers Comp	2.81
7-1100-421-00-280-001-0- 117	Sheriff-	Supplemental Pay	9,000.00
7-1100-421-00-280-001-0- 220	Sheriff-	FICA	688.50
7-1100-421-00-280-001-0- 230	Sheriff-	Retirement	1,012.50
7-1100-421-00-280-001-0- 250	Sheriff-	Unemployment Comp	54.00
7-1100-421-00-280-001-0- 260	Sheriff-	Workers Comp	280.80
TOTAL BUDGET INCREASE (DECREASE)			$ 0.00

REASON: **Transfer needed to fund salary schedule corrections, AI-57637 CC 12/13/16.**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

DATE: December 13, 2016

2017
Transfer

AI-57637

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

ACCOUNT NUMBER: 7-1285-421-00-293-005-7-11X

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
113	Reg F/T Employees	117	Supplemental Pay	1,200.00
			TOTAL	$ 1,200.00

REASON:
Transfer needed to fund salary schedule corrections, AI-57637 CC 12/13/16.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 13, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Courthouse Security

2017
Interfund Transfer
AI-57637

ACCOUNT NUMBER: **7-1XXX-XXX-XX-XXX-XXX-0-XXX**

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 ext. 5427

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) 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 (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
7-1100-415-00-115-002-0-	899	Co Wide Adm-	Contingency	(735.72)
7-1100-491-01-000-241-0-	891	Transfers Out-	Crthse Security	735.72
TO:				
7-1241-391-01-000-100-0-	000	Transfers In-	General Fund	735.72
7-1241-421-23-125-032-0-	113	Courthouse Security-	Supplemental Pay	600.00
7-1241-421-23-125-032-0-	220	Courthouse Security-	FICA	45.90
7-1241-421-23-125-032-0-	230	Courthouse Security-	Retirement	67.50
7-1241-421-23-125-032-0-	250	Courthouse Security-	Unemployment Comp	3.60
7-1241-421-23-125-032-0-	260	Courthouse Security-	Workers Comp	18.72
		TOTAL BUDGET INCREASE (DECREASE)		-

REASON: Transfer needed to fund salary schedule corrections, AI-57637 CC 12/13/16.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-57640 **Budget and Management** **22. F.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval and acceptance of Order dated November 30, 2016 setting salary of Court Reporters for 2017.
2. Approval of salary schedule changes, as per Exhibit A, in accordance with Commissioners Court action.
3. Approval and acceptance of Order dated November 30, 2016 setting salary of County Auditor, Assistant Auditors, and Budget of the County Auditor for 2017.
4. Approval of salary schedule changes, as per Exhibit B, in accordance with Commissioners Court action.

BACKGROUND

County Auditor - Total budget increase from 2016 to 2017 is $172,661.21 or 5.71%.

Fiscal Impact

Attachments

Order - Court Reporters
Order - County Auditor
Exhibit A - Court Reporters
Exhibit B - County Auditor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2016 01:59 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Debbie Tamez		Started On: 12/05/2016 10:47 AM
Final Approval Date: 12/09/2016		

FILED
AT 1:48 O'CLOCK P M
DEC 01 2016
LAURA HINOJOSA, CLERK
District Courts, Hidalgo County
By _____ Deputy

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COURT REPORTERS OF THE RESPECTIVE COURTS OF HIDALGO COUNTY, TEXAS

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County District Judges met at 11:30 a.m. on the 30th day of November 2016, in the 332nd District Court Courtroom, for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the Court Reporters of the respective District Courts of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporters of the respective District Courts of Hidalgo County, Texas, be set effective January 01, 2017, as per "Exhibit C".

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries be set, and are Hereby set, as of January 01, 2017.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 30th day of November 2016, as follows:

Luis M. Singleterry, Judge
92nd Judicial District of Texas

Noe Gonzalez, Judge
370th Judicial District of Texas

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

Leticia Lopez, Judge
389th Judicial District of Texas

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

Aida Salinas Flores, Judge
398th Judicial District of Texas

Rose Guerra Reyna, Judge
206th Judicial District of Texas

Israel Ramon, Jr., Judge
430th Judicial District of Texas

Juan R. Partida, Judge
275th Judicial District of Texas

Jesse Contreras, Judge
449th Judicial District of Texas

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

DATE Dec 1, 2016
A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy

FILED
AT 1:48 O'CLOCK P M
DEC 01 2016
LAURA HINOJOSA, CLERK
District Courts, Hidalgo County
By _____ Deputy

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COURT REPORTERS OF THE RESPECTIVE COURTS OF HIDALGO COUNTY, TEXAS

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County Judges met at 11:30 a.m. on the 30th day of November 2016, in the 332nd District Court Courtroom for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the Court Reporters of the respective County Courts at Law of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporters of the respective County Courts at Law of Hidalgo County, Texas, be set effective January 01, 2017, as per "Exhibit C".

THEREFORE, it is the Order of the County Courts at Law of Hidalgo County, that the aforementioned salaries be set, and are Hereby set, as of January 01, 2017:

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the County Courts at Law of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 30th day of November 2016 as follows:

Rodolfo Gonzalez, Judge
County Court at Law No. 1

Jaime J. Palacios, Judge
County Court at Law No. 2

Homero Garza, Judge
Probate Court of Hidalgo County

Fred Garza, Judge
County Court at Law No. 4

Arnoldo Cantu, Judge
County Court at Law No. 5

Albert Garcia, Judge
County Court at Law No. 6

Sergio Valdez, Judge
County Court at Law No. 7

Omar Maldonado, Judge
County Court at Law No. 8

2017 Court Reporters Salary

COURT	2017 Salary
92nd District Court	$ 83,000.00
93rd District Court	$ 91,644.00
139th District Court	$ 91,928.00
206th District Court	$ 83,797.00
275th District Court	$ 82,321.00
332nd District Court	$ 84,000.00
370th District Court	$ 82,019.00
389th District Court	$ 85,000.00
398th District Court	$ 91,644.00
430th District Court	$ 84,000.00
449th District Court	$ 82,400.00
County Court at Law No. 1	$ 91,644.00
County Court at Law No. 2	$ 82,500.00
Probate Court of Hidalgo County	$ 84,114.00
County Court at Law No. 4	$ 85,000.00
County Court at Law No. 5	$ 82,500.00
County Court at Law No. 6	$ 82,500.00
County Court at Law No. 7	$ 78,280.00
County Court at Law No. 8	$ 82,400.00
Auxiliary Court “A”	$ 74,717.00
Auxiliary Court “B”	$ 74,717.00

FILED
AT 1:48 O'CLOCK P M
DEC 01 2016
LAURA HINOJOSA, CLERK
District Courts, Hidalgo County
By _____ Deputy

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COUNTY AUDITOR, ASSISTANT AUDITORS AND BUDGET OF THE COUNTY AUDITOR

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, at 11:30 a.m. on the 30th day of November 2016 in the 332nd District Court Courtroom, a PUBLIC HEARING was held on the matter of setting the salary of the County Auditor and Assistant County Auditors.

IT WAS VOTED THAT the salary of the County Auditor and Assistant Auditors be set effective January 01, 2017, as per Exhibit "A".

Also, the Budget of the County Auditor's Office was approved as submitted, as per Exhibit "B". The County Auditor may amend the budget listed in Exhibit "B" to transfer an amount budgeted for one item to another budgeted item.

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries and budget be set, and it is Hereby set as of January 01, 2017.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 30th day of November 2016.

Luis M. Singleterry, Judge
92nd Judicial District of Texas

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

Rose Guerra Reyna, Judge
206th Judicial District of Texas

Juan R. Partida, Judge
275th Judicial District of Texas

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

Noe Gonzalez, Judge
370th Judicial District of Texas

Leticia Lopez, Judge
389th Judicial District of Texas

Aida Salinas Flores, Judge
398th Judicial District of Texas

Israel Ramon, Jr., Judge
430th Judicial District of Texas

Jesse Contreras, Judge
449th Judicial District of Texas

DATE Dec 1, 2016
A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy

EXHIBIT A

COUNTY AUDITOR AND ASSISTANT AUDITORS
2017 SALARY AND SUPPLEMENTS

SLOT	POSITION	SALARY	LONGEVITY	SUPPLEMENT	AUTO ALLOWANCE	TOTAL COMPENSATION
1	County Auditor	$ 121,411.25	$ 660.00	$ 2,500.00	$ 8,000.00	$ 132,571.25
2	First Assistant Auditor	98,226.00	1,020.00	1,500.00	-	100,746.00
3	Director of Audit Division	80,527.00	1,260.00	2,500.00	-	84,287.00
4	Director of Accounting Division	80,527.00	1,020.00	-	-	81,547.00
5	Financial Accounting Supervisor	57,850.00	300.00	-	-	58,150.00
6	Compliance Audit Supervisor	63,925.00	720.00	-	-	64,645.00
7	Revenue Audit Supervisor	63,925.00	840.00	-	-	64,765.00
8	Accounts Payable Supervisor	63,925.00	1,620.00	-	-	65,545.00
9	Grants Accounting Supervisor	63,925.00	300.00	2,500.00	-	66,725.00
10	Accountant II	47,530.00	540.00	-	-	48,070.00
11	Internal Auditor II	47,530.00	-	-	-	47,530.00
12	System Support Specialist I	51,449.00	600.00	-	-	52,049.00
13	Internal Auditor II	47,530.00	-	-	-	47,530.00
14	Accountant II	52,351.00	660.00	-	-	53,011.00
15	Internal Auditor II	47,530.00	360.00	1,500.00	-	49,390.00
16	Internal Auditor II	47,530.00	420.00	-	-	47,950.00
17	Accountant I	40,749.00	-	-	-	40,749.00
18	Accountant I	39,371.00	-	-	-	39,371.00
19	Internal Auditor I	39,371.00	-	-	-	39,371.00
20	Internal Auditor I	39,371.00	-	-	-	39,371.00
21	Accountant II	47,530.00	-	1,500.00	-	49,030.00
22	Accountant II	47,530.00	540.00	1,500.00	-	49,570.00
23	Technician IV	42,127.00	-	-	-	42,127.00
24	Internal Auditor I	40,749.00	-	-	-	40,749.00
25	Accountant I	40,749.00	-	-	-	40,749.00
26	Administrative Assistant II	35,018.00	420.00	-	-	35,438.00
27	Internal Auditor II	47,530.00	-	1,500.00	-	49,030.00
28	Accounts Payable Specialist I	28,940.00	-	-	-	28,940.00
29	Accounts Payable Specialist I	29,953.00	-	-	-	29,953.00
30	Accounts Payable Specialist II	34,936.00	480.00	-	-	35,416.00
31	Accounts Payable Specialist I	29,953.00	-	-	-	29,953.00
32	Accountant I	40,749.00	-	-	-	40,749.00
33	Administrative Assistant II	36,031.00	1,800.00	-	-	37,831.00
34	Accounts Payable Specialist III	42,127.00	720.00	-	-	42,847.00
35	Accounts Payable Specialist I	29,953.00	-	-	-	29,953.00
36	Accounts Payable Specialist I	30,966.00	-	-	-	30,966.00
37	Administrative Assistant I	27,415.00	-	-	-	27,415.00
38	Accounts Payable Specialist I	29,953.00	-	-	-	29,953.00
39	Accounts Payable Specialist I	28,940.00	-	-	-	28,940.00
40	Accounts Payable Specialist I	28,940.00	-	-	-	28,940.00
41	Accountant I	42,127.00	-	-	-	42,127.00
42	Accountant II	47,530.00	-	-	-	47,530.00
43	Accounts Payable Specialist I	32,992.00	-	-	-	32,992.00
44	Accounts Payable Specialist I	28,940.00	-	-	-	28,940.00
45	Accounts Payable Specialist I	29,953.00	-	-	-	29,953.00
46	Accounts Payable Specialist I	29,953.00	-	-	-	29,953.00
47	Accountant I	40,749.00	-	-	-	40,749.00
48	Internal Auditor I	39,371.00	-	-	-	39,371.00
49	Accountant I	39,371.00	-	-	-	39,371.00
	TOTAL AUDITOR'S OFFICE	$ 2,245,628.25	$ 14,280.00	$ 15,000.00	$ 8,000.00	$ 2,282,908.25

EXHIBIT B

HIDALGO COUNTY AUDITOR'S OFFICE
2017 BUDGET

OBJECT CODE	OBJECT NAME	AMOUNT
111	CO AUDITOR-OFFICIALS	$ 121,411.25
112	CO AUDITOR-DEPT HEADS	-
113	CO AUDITOR-REG F/T EMPLOYEES	2,124,217.00
115	CO AUDITOR-LONGEVITY PAY	14,280.00
117	CO AUDITOR-SUPPLEMENTAL PAY	15,000.00
118	CO AUDITOR-AUTO ALLOWANCE	8,000.00
211	CO AUDITOR-HEALTH INSURANCE	308,700.00
212	CO AUDITOR-LIFE INSURANCE	2,134.44
220	CO AUDITOR-FICA	174,642.48
230	CO AUDITOR-RETIREMENT	261,849.58
250	CO AUDITOR-UNEMPLOYMENT COMP	13,697.45
260	CO AUDITOR-WORKERS COMP	4,794.11
320	CO AUDITOR-PROFESSIONAL SRV	-
336	CO AUDITOR-COMPUTER SRV	45,600.00
340	CO AUDITOR-TECHNICAL SRV	1,500.00
350	CO AUDITOR-OTHER SRV	900.00
430	CO AUDITOR-REPAIR & MAINT SRV	2,550.00
442	CO AUDITOR-EQUIP & VEHICLE RENT	50.00
520	CO AUDITOR-INSURANCE	-
531	CO AUDITOR-TELEPHONE	3,850.00
532	CO AUDITOR-WIRELESS DEVICES	950.00
535	CO AUDITOR-POSTAGE	500.00
540	CO AUDITOR-ADVERTISING	2,500.00
550	CO AUDITOR-PRINTING & BINDING	1,850.00
581	CO AUDITOR-TRAVEL IN COUNTY	1,000.00
583	CO AUDITOR-TRAVEL OUT OF COUNTY	18,000.00
584	CO AUDITOR-REGISTRATION FEES	9,000.00
610	CO AUDITOR-GENERAL SUPPLIES	25,000.00
630	CO AUDITOR-FOOD	-
631	CO AUDITOR-BOTTLED WATER	1,050.00
640	CO AUDITOR-REFERENCE MATERIALS	3,350.00
650	CO AUDITOR-SOFTWARE CNTRLD	1,300.00
660	CO AUDITOR-FURN & EQUIP CNTRLD	9,500.00
751	CO AUDITOR-MACHINERY & EQUIPMENT	-
753	CO AUDITOR-FURNITURE & FIXTURES	-
761	CO AUDITOR-SOFTWARE	-
780	CO AUDITOR-CAPITAL LEASES	6,750.00
810	CO AUDITOR-DUES & MEMBERSHIPS	3,500.00
812	CO AUDITOR-SOFTWARE LICENSE RENEW	11,300.00
890	CO AUDITOR-OTHER	-
	TOTAL	$ 3,198,726.30
	SALARIES AND FRINGES	$ 3,048,726.30
	OPERATING EXPENSES	$ 150,000.00

Hidalgo County

Department Of Budget & Management

ORDER SETTING SALARY OF COURT REPORTERS
EXHIBIT A

Court	Slot No.	2017 Budget					
		Court Order Salary	Salary Inc	Fringe Benefits (19.93%)	Total Salary Adjustment	Operating Budget	Remaining Operating Budget
DISTRICT COURTS							
275th District Court	0002	82,321	-	-	-	11,806	11,806
370th District Court	0001	82,019	-	-	-	13,993	13,993
332nd District Court	0001	84,000	2,000	399	2,399	19,646	17,247
430th District Court	0004	84,000	3,000	598	3,598	28,592	24,994
92nd District Court	0001	83,000	4,001	797	4,798	32,208	27,410
398th District Court	0001	91,644	-	-	-	27,525	27,525
389th District Court	0001	85,000	2,933	585	3,518	33,064	29,546
206th District Court	0001	83,797	-	-	-	36,613	36,613
139th District Court	0001	91,928	4,378	873	5,251	48,054	42,803
93rd District Court	0001	91,644	-	-	-	45,281	45,281
449th District Court	0002	82,400	-	-	-	49,109	49,109
COUNTY COURTS AT LAW							
County Court at Law No. 4	0003	85,000	7,863	1,567	9,430	5,000	(4,430)
County Court at Law No. 5	0002	82,500	5,792	1,154	6,946	10,425	3,479
Probate Court of Hidalgo County	0002	84,114	1,000	199	1,199	5,000	3,801
County Court at Law No. 1	0002	91,644	-	-	-	5,000	5,000
County Court at Law No. 2	0002	82,500	5,054	1,007	6,061	14,659	8,598
County Court at Law No. 8	0002	82,400	4,954	987	5,941	16,867	10,926
County Court at Law No. 6	0002	82,500	5,500	1,096	6,596	20,573	13,977
County Court at Law No. 7	0002	78,280	-	-	-	15,759	15,759
AUXILIARY COURTS							
Auxiliary Court "A"	0001	74,717	-	-	-	6,052	6,052
Auxiliary Court "B"	0002	74,717	-	-	-	6,052	6,052

HIDALGO COUNTY

Department Of Budget & Management

ORDER SETTING SALARY OF COUNTY AUDITOR
EXHIBIT B

County Auditor

Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
0001	County Auditor	121,411.25	County Auditor	121,411.25	0.00
0002	First Assistant Auditor	98,219.77	First Assistant Auditor	98,226.00	6.23
0003	Director of Audit Division	80,521.28	Director of Audit Division	80,527.00	5.72
0004	Director of Accounting Division	80,521.28	Director of Accounting Division	80,527.00	5.72
0005	Financial Accounting Supervisor	57,846.86	Financial Accounting Supervisor	57,850.00	3.14
0006	Compliance Audit Supervisor	63,919.74	Compliance Audit Supervisor	63,925.00	5.26
0007	Revenue Audit Supervisor	63,919.74	Revenue Audit Supervisor	63,925.00	5.26
0008	Accounts Payable Supervisor	63,919.74	Accounts Payable Supervisor	63,925.00	5.26
0009	Grants Accounting Supervisor	63,919.74	Grants Accounting Supervisor	63,925.00	5.26
0010	Accountant II	45,920.49	Accountant II	47,530.00	1,609.51
0011	Internal Auditor I	40,746.80	Internal Auditor II	47,530.00	6,783.20
0012	System Support Specialist I	51,449.53	System Support Specialist I	51,449.00	(0.53)
0013	Internal Auditor I	40,746.80	Internal Auditor II	47,530.00	6,783.20
0014	Accountant II	52,348.72	Accountant II	52,351.00	2.28
0015	Internal Auditor II	45,920.49	Internal Auditor II	47,530.00	1,609.51
0016	Internal Auditor I	42,124.94	Internal Auditor II	47,530.00	5,405.06
0017	Accountant I	40,746.80	Accountant I	40,749.00	2.20
0018	Accountant I	39,368.66	Accountant I	39,371.00	2.34
0019	Internal Auditor I	39,368.66	Internal Auditor I	39,371.00	2.34
0020	Internal Auditor I	39,368.66	Internal Auditor I	39,371.00	2.34
0021	Accountant II	45,920.49	Accountant II	47,530.00	1,609.51
0022	Accountant II	45,920.49	Accountant II	47,530.00	1,609.51
0023	Technician IV	42,124.94	Technician IV	42,127.00	2.06
0024	Internal Auditor I	40,746.80	Internal Auditor I	40,749.00	2.20
0025	Accountant I	40,746.80	Accountant I	40,749.00	2.20
0026	Administrative Assistant II	35,015.88	Administrative Assistant II	35,018.00	2.12
0027	Internal Auditor I	40,746.80	Internal Auditor II	47,530.00	6,783.20
0028	Accounts Payable Specialist I	28,936.82	Accounts Payable Specialist I	28,940.00	3.18
0029	Accounts Payable Specialist I	29,950.34	Accounts Payable Specialist I	29,953.00	2.66
0030	Accounts Payable Specialist II	34,934.51	Accounts Payable Specialist II	34,936.00	1.49
0031	Accounts Payable Specialist I	29,950.34	Accounts Payable Specialist I	29,953.00	2.66
0032	Accountant I	40,746.80	Accountant I	40,749.00	2.20
0033	Administrative Assistant II	36,029.40	Administrative Assistant II	36,031.00	1.60
0034	Accounts Payable Specialist III	42,124.94	Accounts Payable Specialist III	42,127.00	2.06
0035	Accounts Payable Specialist II	32,064.93	Accounts Payable Specialist I	29,953.00	(2,111.93)
0036	Accounts Payable Specialist I	30,963.86	Accounts Payable Specialist I	30,966.00	2.14
0037	Administrative Assistant I	27,412.42	Administrative Assistant I	27,415.00	2.58
0038	Accounts Payable Specialist I	29,950.34	Accounts Payable Specialist I	29,953.00	2.66
0039	Accounts Payable Specialist I	28,936.82	Accounts Payable Specialist I	28,940.00	3.18
0040	Accounts Payable Specialist I	27,489.67	Accounts Payable Specialist I	28,940.00	1,450.33
0041	Accountant I	42,124.94	Accountant I	42,127.00	2.06
0042	Accountant II	45,920.49	Accountant II	47,530.00	1,609.51
0043	Accounts Payable Specialist I	32,989.87	Accounts Payable Specialist I	32,992.00	2.13
0044	Accounts Payable Specialist I	28,936.82	Accounts Payable Specialist I	28,940.00	3.18
0045	Accounts Payable Specialist I	29,950.34	Accounts Payable Specialist I	29,953.00	2.66
0046	Accounts Payable Specialist I	29,950.34	Accounts Payable Specialist I	29,953.00	2.66
0047	Accountant I	40,746.80	Accountant I	40,749.00	2.20
0048		0.00	Internal Auditor I	39,371.00	39,371.00
0049		0.00	Accountant I	39,371.00	39,371.00
	Total	**$ 2,133,642.94**		**$ 2,245,628.25**	**$ 111,985.31**

AI-57641 **Budget and Management** **22. G.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval of all personnel actions approved after September 27, 2016 (2017 Budget Adoption date) and listed below, to be effective 01/01/2017:

1. Sheriff's Office (1100) / Jail Commissary (2102): Approval of the following personnel action(s) as previously approved by CC on 10/25/16, 11/15/16 & 12/06/16 (refer to agenda item no. 57000, 57113 & 57501):

Action	Dept./Prog.	Slot No.	Approved Position Title	Approved Salary/Allowance	Proposed Position Title	Proposed Budgeted Salary/Allowance
Create	280-015	0017	-	-	Detention Officer Step I	$32,305.00
Delete	280-015	0008	Clerk III	$26,958.00	-	$0.00
Add Clothing Allowance	280-001	0084	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00
Add Clothing Allowance	280-001	0086	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00
Salary Schedule Change	280-001	0114	Deputy Sheriff Step I	$44,577.00	Senior Deputy Sheriff Step II	$51,068.00

2. WIC (1292): Approval of the following personnel action(s) as previously approved by CC on 09/27/16 (refer to agenda item no. 56405):

Action	Dept./Prog.	Slot No.	Position Title	Approved Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Change in Funding Source	350-002	0001	Peer Counselor II	$25,830.00	$0.00	($25,830.00)
Change in Funding Source	350-002	0026	Community Peer Counselor	$26,794.00	$0.00	($26,794.00)
Change in Funding Source	350-002	0027	Community Peer Counselor	$26,794.00	$0.00	($26,794.00)
Change in Funding Source	350-002	0035	Peer Counselor Manager	$0.00	$28,836.00	$28,836.00
Change in Funding Source	350-002	0036	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Change in Funding Source	350-002	0037	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Create	350-002	0038	BF Coordinator Assistant	$0.00	$36,000.00	$36,000.00
Change in Funding Source	350-017	0002	Peer Counselor Manager	$28,836.00	$0.00	($28,836.00)
Change in Funding Source	350-017	0003	Peer Counselor I	$21,638.00	$0.00	($21,638.00)

Change in Funding Source	350-017	0004	Peer Counselor I	$21,638.00	$0.00	(21,638.00)
Change in Funding Source	350-017	0006	Peer Counselor II	$0.00	$25,830.00	$25,830.00
Change in Funding Source	350-017	0007	Community Peer Counselor	$0.00	$26,794.00	$26,794.00
Change in Funding Source	350-017	0008	Community Peer Counselor	$0.00	$26,794.00	$26,794.00

3. Constable Pct. 4 - TTBH Security (1285) / Constable Pct. 1 - TTBH (1285): Approval of the following personnel action(s) as previously approved by CC on 10/04/16, 11/15/16 & 12/06/16 (refer to agenda item no. 56653, 57316 & 57501):

Action	Dept./Prog.	Slot No.	Approved Position Title	Approved Budgeted Salary	Position Title	Proposed Budgeted Salary
Create	294-019	0001	-	-	Deputy Constable Step I	$44,577.00
Create	291-013-7	0001	-	-	Deputy Constable Step I	$44,577.00
Salary Schedule Change	291-013-7	0001	Deputy Constable Step I	$44,577.00	Deputy Constable Step II	$45,691.00

4. Criminal DA (1100) / DA Investigation HB65 (1223) / DA VCLG (1281) / CJD-DVSP (1281): Approval of the following personnel action(s) as previously approved by CC on 10/25/16 (refer to agenda item no. 56769, & 56909):

Action	Dept./Prog.	Slot No.	Current/Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Change In Funding Source	080-011	G001	Victim Assistance Coordinator	$43,260.00	$42,000.00
	080-002	0126		$0.00	$1,260.00

Create	080-018	G003	Administrative Assistant I	$0.00	$30,560.00
Salary Adjustment (Increase)	080-018	G002	Assistant District Attorney III	$65,405.00	$66,626.00
	080-007	A142	(Auto Allowance)	$900.00	$900.00

5. Criminal DA (1100) / Public Defender (1100) / DWI Court Grant (1289) / Re-Entry Court Grant (1289) / Misd DWI Court Program Grant (1289) / Mental Health Court Grant (1289) / Domestic Violence Court Grant (1289): Approval of the following personnel action(s) as previously approved by CC on 10/25/16 & 11/15/16 (refer to agenda item no. 56940, 56995 & 57291):

Action	Dept./Prog.	Slot No.	Position Title	Current Allowance Amount	Proposed Allowance Amount
Decrease Supplemental Pay	080-002	0026	Assistant District Attorney IV	$9,730.00	$9,690.00
Decrease Supplemental Pay	085-003	0003	Chief Public Defender	$9,820.00	$9,770.00
Decrease Supplemental Pay	080-002	0013	Assistant District Attorney IV	$9,800.00	$9,750.00
Decrease Supplemental Pay	085-003	0004	First Assistant Public Defender	$9,850.00	$9,820.00
Decrease Supplemental Pay	080-002	0009	Assistant District Attorney III	$9,750.00	$9,700.00
Authorize Supplemental Pay	085-003	0019	Public Defender III	$0.00	$9,740.00
Authorize Supplemental Pay	085-003	0001	Public Defender IV	$0.00	$11,750.00

Authorize Supplemental Pay	080-002	0010	Assistant District Attorney III	$0.00	$11,720.00

6. Juvenile Detention (1100) / Juv Dir Supervision (1100) / IV-E Foster Care DS (1296): Approval of the following personnel action(s) as previously approved by CC on 11/15/16 (refer to agenda item no. 57315):

Action	Dept./Prog.	Slot No.	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Remove Longevity	330-001 (Juv Detention Pre Adj.)	7925	JSO/Detention Officer	$36,366.00	$36,366.00
				$480.00	$0.00
Create Allowance Slot (Add Longevity)	330-031 (IV-E Foster Care DS)	7104	Probation Officer	$43,147.00	$43,147.00
	330-001 (Juv Dir Supervision)	7124		$0.00	$480.00

7. Facilities Management (1100): Approval of the following personnel action(s) as previously approved by CC on 11/15/16 (refer to agenda item no. 57075):

Action	Dept./Prog.	Slot No.	Current Position Title	Budgeted Salary	Proposed Position Title
Title Change	220-001	0017	Air Condition Technician Helper	$26,794.00	Custodian II

8.Pct. 4 Rd. Maintenance (1200): Approval of the following personnel action(s) as previously approved by CC on 11/15/16 (refer to agenda item no. 57341):

Action	Dept./Prog.	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	124-007	0034	Equipment Operator I	$26,341.00	$0.00
Delete	124-007	0078	Administrative Assistant IV	$36,312.00	$0.00
Create	124-007	0084	GIS Operator III	$0.00	$52,937.00

9. HIDTA Chapter 59 (1251): Approval of the following personnel action(s) as previously approved by CC on 11/22/16 (refer to agenda item no. 57280):

Action	Dept./Prog.	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	270-011	0028	Criminal Investigator II	$61,800.00	Task Force Operations Supervisor	$70,000.00

10. Approval of transfers.
11. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

Please see attached fiscal notes and transfers.

Co Wide Adm-Contingency
Funds available; please refer to 2017 Adopted Budget.

Attachments

transfer
fiscal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2016 01:31 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Debbie Tamez		Started On: 12/05/2016 10:56 AM
Final Approval Date: 12/09/2016		

DATE: December 13, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Sheriff's Office

ACCOUNT NUMBER: 7-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2017
Transfer
AI-57641

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
7-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(9,201.95)**
TO			
7-1100-421-00-280-001-0- 113	**Sheriff-**	**Reg F/T Employees**	**6,491.00**
7-1100-421-00-280-001-0- 119	**Sheriff-**	**Clothing Allowance**	**1,000.00**
7-1100-421-00-280-001-0- 211	**Sheriff-**	**Health Insurance**	**-**
7-1100-421-00-280-001-0- 212	**Sheriff-**	**Life Insurance**	**-**
7-1100-421-00-280-001-0- 220	**Sheriff-**	**FICA**	**573.06**
7-1100-421-00-280-001-0- 230	**Sheriff-**	**Retirement**	**859.22**
7-1100-421-00-280-001-0- 250	**Sheriff-**	**Unemployment Comp**	**44.95**
7-1100-421-00-280-001-0- 260	**Sheriff-**	**Workers Comp**	**233.72**
TOTAL BUDGET INCREASE (DECREASE)			**$ (0.00)**

REASON: **Transfer needed to fund personnel actions, AI-57641 CC 12/13/16.**

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

DATE: December 13, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Crim DA

ACCOUNT NUMBER: 7-1100-41X-00-XXX-002-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2017
Transfer
AI-57641

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
7-1100-415-00-115-002-0- 899	Co Wide Adm-	Contingency	(15,772.66)
TO			
7-1100-412-00-080-002-0- 113	Crim DA-	Reg F/T Employees	1,260.00
7-1100-412-00-080-002-0- 117	Crim DA-	Supplemental Pay	11,580.00
7-1100-412-00-080-002-0- 211	Crim DA-	Health Insurance	-
7-1100-412-00-080-002-0- 212	Crim DA-	Life Insurance	-
7-1100-412-00-080-002-0- 220	Crim DA-	FICA	982.26
7-1100-412-00-080-002-0- 230	Crim DA-	Retirement	1,472.75
7-1100-412-00-080-002-0- 250	Crim DA-	Unemployment Comp	77.04
7-1100-412-00-080-002-0- 260	Crim DA-	Workers Comp	400.61
	TOTAL BUDGET INCREASE (DECREASE)		$ -

REASON: **Transfer needed to fund personnel actions, AI-57641 CC 12/13/16.**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

DATE: December 13, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defender

ACCOUNT NUMBER: 7-1100-41X-X0-XX5-00X-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2017
Transfer
AI-57641

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
7-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(25,655.61)**
TO			
7-1100-412-30-085-003-0- 117	**Public Defender-**	**Supplemental Pay**	**21,410.00**
7-1100-412-30-085-003-0- 211	**Public Defender-**	**Health Insurance**	**-**
7-1100-412-30-085-003-0- 212	**Public Defender-**	**Life Insurance**	**-**
7-1100-412-30-085-003-0- 220	**Public Defender-**	**FICA**	**1,637.87**
7-1100-412-30-085-003-0- 230	**Public Defender-**	**Retirement**	**2,455.73**
7-1100-412-30-085-003-0- 250	**Public Defender-**	**Unemployment Comp**	**128.46**
7-1100-412-30-085-003-0- 260	**Public Defender-**	**Workers Comp**	**23.55**
TOTAL BUDGET INCREASE (DECREASE)			**$ (0.00)**

REASON: **Transfer needed to fund personnel actions, AI-57641 CC 12/13/16.**

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

DATE: December 13, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Juvenile DS

ACCOUNT NUMBER: 7-1100-41X-X0-XX5-00X-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2017
Transfer
AI-57641

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
7-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(576.34)**
TO			
7-1100-423-71-330-001-0- 115	**Juvenile DS-**	**Longevity Pay**	**480.00**
7-1100-423-71-330-001-0- 211	**Juvenile DS-**	**Health Insurance**	**-**
7-1100-423-71-330-001-0- 212	**Juvenile DS-**	**Life Insurance**	**-**
7-1100-423-71-330-001-0- 220	**Juvenile DS-**	**FICA**	**36.72**
7-1100-423-71-330-001-0- 230	**Juvenile DS-**	**Retirement**	**55.06**
7-1100-423-71-330-001-0- 250	**Juvenile DS-**	**Unemployment Comp**	**2.88**
7-1100-423-71-330-001-0- 260	**Juvenile DS-**	**Workers Comp**	**1.68**
	TOTAL BUDGET INCREASE (DECREASE)		**$ (0.00)**

REASON: **Transfer needed to fund personnel actions, AI-57641 CC 12/13/16.**

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
Jail Commissary (2102): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
2102	Detention Officer Step I	0017	113	0.00	32,305.00	32,305.00
2102	Clerk III	0008	113	26,958.00	0.00	(26,958.00)
				26,958.00	32,305.00	5,347.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-2102-423-21-280-015-0-	113	JAIL COMMISSARY-	REG F/T EMPLOYEES	$5,347.00
7-2102-423-21-280-015-0-	211	JAIL COMMISSARY-	HEALTH INSURANCE	$0.00
7-2102-423-21-280-015-0-	212	JAIL COMMISSARY-	LIFE INSURANCE	$0.00
7-2102-423-21-280-015-0-	220	JAIL COMMISSARY-	FICA	$409.05
7-2102-423-21-280-015-0-	230	JAIL COMMISSARY-	RETIREMENT	$613.30
7-2102-423-21-280-015-0-	250	JAIL COMMISSARY-	UNEMPLOYMENT COMP	$32.08
7-2102-423-21-280-015-0-	260	JAIL COMMISSARY-	WORKER'S COMP	$166.83
			2017 Budgetary Impact	$6,568.26

Possible Funding Sources: Jail Commissary account.

Comments:

Previously approved by CC on 10/25/16 (refer to AI-57000)

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
Sheriff's Office (1100): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Sheriff Step I	0084	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0086	119	0.00	500.00	500.00
1100	Senior Deputy Sheriff Step II	0114	113	44,577.00	51,068.00	6,491.00
				44,577.00	52,068.00	7,491.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-421-00-280-001-0-	113	SHERIFF-	REG F/F EMPLOYEES	$6,491.00
7-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANCE	$1,000.00
7-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
7-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
7-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$573.06
7-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$859.22
7-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$44.95
7-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$233.72
			2017 Budgetary Impact	$9,201.95

Possible Funding Sources: Interdepartmental Transfer; Co Wide Adm-Contingency.

Comments:

Previously approved by CC on 11/15/16 & 12/06/16 (refer to AI-57113 & AI-57501)

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
WIC B/F PRG (1292): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1292	Peer Counselor II	0001	113	25,830.00	0.00	(25,830.00)
1292	Community Peer Counselor	0026	113	26,794.00	0.00	(26,794.00)
1292	Community Peer Counselor	0027	113	26,794.00	0.00	(26,794.00)
1292	Peer Counselor Manager	0035	113	0.00	28,836.00	28,836.00
1292	Peer Counselor I	0036	113	0.00	21,638.00	21,638.00
1292	Peer Counselor I	0037	113	0.00	21,638.00	21,638.00
1292	BF Coordinator Assistant	0038	113	0.00	36,000.00	36,000.00
				79,418.00	108,112.00	28,694.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1292-441-00-350-002-7-	113	WIC B/F PRG-	REG F/T EMPLOYEES	$28,694.00
7-1292-441-00-350-002-7-	211	WIC B/F PRG-	HEALTH INSURANCE	$6,300.00
7-1292-441-00-350-002-7-	212	WIC B/F PRG-	LIFE INSURANCE	$43.56
7-1292-441-00-350-002-7-	220	WIC B/F PRG-	FICA	$2,195.09
7-1292-441-00-350-002-7-	230	WIC B/F PRG-	RETIREMENT	$3,291.20
7-1292-441-00-350-002-7-	250	WIC B/F PRG-	UNEMPLOYMENT COMP	$172.16
7-1292-441-00-350-002-7-	260	WIC B/F PRG-	WORKER'S COMP	$269.72
			2017 Budgetary Impact	$40,965.73

Possible Funding Sources: Funds have been appropriated.

Comments:

Previously approved by CC on 09/27/16 (refer to AI-56405)

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
WIC Lactation Center (1292): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1292	Peer Counselor Manager	0002	113	28,836.00	0.00	(28,836.00)
1292	Peer Counselor I	0003	113	21,638.00	0.00	(21,638.00)
1292	Peer Counselor I	0004	113	21,638.00	0.00	(21,638.00)
1292	Peer Counselor II	0006	113	0.00	25,830.00	25,830.00
1292	Community Peer Counselor	0007	113	0.00	26,794.00	26,794.00
1292	Community Peer Counselor	0008	113	0.00	26,794.00	26,794.00
				72,112.00	79,418.00	7,306.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1292-441-00-350-017-7-	113	WIC LACTATION CENTER-	REG F/T EMPLOYEES	$7,306.00
7-1292-441-00-350-017-7-	211	WIC LACTATION CENTER-	HEALTH INSURANCE	$0.00
7-1292-441-00-350-017-7-	212	WIC LACTATION CENTER-	LIFE INSURANCE	$0.00
7-1292-441-00-350-017-7-	220	WIC LACTATION CENTER-	FICA	$558.91
7-1292-441-00-350-017-7-	230	WIC LACTATION CENTER-	RETIREMENT	$838.00
7-1292-441-00-350-017-7-	250	WIC LACTATION CENTER-	UNEMPLOYMENT COMP	$43.84
7-1292-441-00-350-017-7-	260	WIC LACTATION CENTER-	WORKER'S COMP	$68.68
			2017 Budgetary Impact	$8,815.43

Possible Funding Sources: Funds have been appropriated.

Comments:

Previously approved by CC on 09/27/16 (refer to AI-56405)

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
Constable Pct. 4 - TTBH Security (1285): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1285	Deputy Constable Step I	0001	113	0.00	44,577.00	44,577.00
				0.00	44,577.00	44,577.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1285-421-00-294-019-6-	113	CONST PCT4-TTBH SECURITY	REG F/T EMPLOYEES	$44,577.00
7-1285-421-00-294-019-6-	211	CONST PCT4-TTBH SECURITY	HEALTH INSURANCE	$6,300.00
7-1285-421-00-294-019-6-	212	CONST PCT4-TTBH SECURITY	LIFE INSURANCE	$43.56
7-1285-421-00-294-019-6-	220	CONST PCT4-TTBH SECURITY	FICA	$3,410.14
7-1285-421-00-294-019-6-	230	CONST PCT4-TTBH SECURITY	RETIREMENT	$5,112.98
7-1285-421-00-294-019-6-	250	CONST PCT4-TTBH SECURITY	UNEMPLOYMENT COMP	$267.46
7-1285-421-00-294-019-6-	260	CONST PCT4-TTBH SECURITY	WORKER'S COMP	$1,390.80
			2017 Budgetary Impact	$61,101.94

Possible Funding Sources: Funds have been appropriated.

Comments:

Previously approved by CC on 10/04/16 (refer to AI-56653).

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
Constable Pct. 1 - TTBH (1285): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1285	Deputy Constable Step I	0001	113	0.00	44,577.00	44,577.00
1285	Deputy Constable Step II	0001	113	44,577.00	45,691.00	1,114.00
				44,577.00	90,268.00	45,691.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1285-421-00-291-013-7-	113	CONST PCT1-TTBH-	REG F/T EMPLOYEES	$45,691.00
7-1285-421-00-291-013-7-	211	CONST PCT1-TTBH-	HEALTH INSURANCE	$6,300.00
7-1285-421-00-291-013-7-	212	CONST PCT1-TTBH-	LIFE INSURANCE	$43.56
7-1285-421-00-291-013-7-	220	CONST PCT1-TTBH-	FICA	$3,495.36
7-1285-421-00-291-013-7-	230	CONST PCT1-TTBH-	RETIREMENT	$5,240.76
7-1285-421-00-291-013-7-	250	CONST PCT1-TTBH-	UNEMPLOYMENT COMP	$274.15
7-1285-421-00-291-013-7-	260	CONST PCT1-TTBH-	WORKER'S COMP	$1,425.56
			2017 Budgetary Impact	$62,470.39

Possible Funding Sources: Funds have been appropriated.

Comments:

Previously approved by CC on 11/15/16 & 12/06/16 (refer to AI-57316 & AI-57501).

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
Crim DA (1100): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Victim Assistance Coordinator	0126	113	0.00	1,260.00	1,260.00
1100	Assistant District Attorney IV	0026	117	9,730.00	9,690.00	(40.00)
1100	Assistant District Attorney IV	0013	117	9,800.00	9,750.00	(50.00)
1100	Assistant District Attorney III	0009	117	9,750.00	9,700.00	(50.00)
1100	Assistant District Attorney III	0010	117	0.00	11,720.00	11,720.00
				29,280.00	42,120.00	12,840.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-080-002-0-	113	CRIM DA-	REG F/T EMPLOYEES	$1,260.00
7-1100-412-00-080-002-0-	117	CRIM DA-	SUPPLEMENTAL PAY	$11,580.00
7-1100-412-00-080-002-0-	118	CRIM DA-	AUTO ALLOWANCE	$0.00
7-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	$0.00
7-1100-412-00-080-002-0-	212	CRIM DA-	LIFE INSURANCE	$0.00
7-1100-412-00-080-002-0-	220	CRIM DA-	FICA	$982.26
7-1100-412-00-080-002-0-	230	CRIM DA-	RETIREMENT	$1,472.75
7-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	$77.04
7-1100-412-00-080-002-0-	260	CRIM DA-	WORKER'S COMP	$400.61
			2017 Budgetary Impact	$15,772.66

Possible Funding Sources: Interdepartmental Transfer; Co Wide Adm-Contingency.

Comments:

Previously approved by CC on 10/25/16, & 11/15/16 (refer to AI-56769, AI-56940 & AI-57291)

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
DA Investigation HB65 (1223): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Assistant District Attorney III	A142	118	900.00	900.00	0.00
				900.00	900.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1223-412-00-080-007-0-	113	DA INVESTIGATION HB65-	REG F/T EMPLOYEES	$0.00
7-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$0.00
7-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$0.00
7-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$0.00
7-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$0.00
7-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$0.00
7-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$0.00
			2017 Budgetary Impact	$0.00

Possible Funding Sources: No Budgetary Impact.

Comments:

Previously approved by CC on 10/04/16 & 10/25/16 (refer to AI-56402 & AI-56909)

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
DA VCLG (1281): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	Victim Assistance Coordinator	G001	113	43,260.00	42,000.00	(1,260.00)
				43,260.00	42,000.00	(1,260.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1281-412-00-080-011-7-	113	VCLG-	REG F/T EMPLOYEES	($1,260.00)
7-1281-412-00-080-011-7-	211	VCLG-	HEALTH INSURANCE	$0.00
7-1281-412-00-080-011-7-	212	VCLG-	LIFE INSURANCE	$0.00
7-1281-412-00-080-011-7-	220	VCLG-	FICA	($96.39)
7-1281-412-00-080-011-7-	230	VCLG-	RETIREMENT	($144.52)
7-1281-412-00-080-011-7-	250	VCLG-	UNEMPLOYMENT COMP	($7.56)
7-1281-412-00-080-011-7-	260	VCLG-	WORKER'S COMP	($1.39)
			2017 Budgetary Impact	($1,509.86)

Possible Funding Sources: Cost Savings.

Comments:

Previously approved by CC on 10/25/16 (refer to AI-56769).

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
CJD-DVSP (1281): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	Administrative Assistant I	G003	113	0.00	30,560.00	30,560.00
1281	Assistant District Attorney III	G002	113	65,405.00	66,626.00	1,221.00
				65,405.00	97,186.00	31,781.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1281-412-00-080-018-6-	113	CJD DVSP-	REG F/T EMPLOYEES	$31,781.00
7-1281-412-00-080-018-6-	211	CJD DVSP-	HEALTH INSURANCE	$6,300.00
7-1281-412-00-080-018-6-	212	CJD DVSP-	LIFE INSURANCE	$43.56
7-1281-412-00-080-018-6-	220	CJD DVSP-	FICA	$2,431.25
7-1281-412-00-080-018-6-	230	CJD DVSP-	RETIREMENT	$3,645.28
7-1281-412-00-080-018-6-	250	CJD DVSP-	UNEMPLOYMENT COMP	$190.69
7-1281-412-00-080-018-6-	260	CJD DVSP-	WORKER'S COMP	$34.96
			2017 Budgetary Impact	$44,426.74

Possible Funding Sources: Funds have been appropriated.

Comments:

Previously approved by CC on 10/25/16 (refer to AI-56909).

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
Public Defender (1100): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Chief Public Defender	0003	117	9,820.00	9,770.00	(50.00)
1100	First Assistant Public Defender	0004	117	9,850.00	9,820.00	(30.00)
1100	Public Defender III	0019	117	0.00	9,740.00	9,740.00
1100	Public Defender IV	0001	117	0.00	11,750.00	11,750.00
				19,670.00	41,080.00	21,410.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-30-085-003-0-	117	PUBLIC DEFENDER-	SUPPLEMENTAL PAY	$21,410.00
7-1100-412-30-085-003-0-	211	PUBLIC DEFENDER-	HEALTH INSURANCE	$0.00
7-1100-412-30-085-003-0-	212	PUBLIC DEFENDER-	LIFE INSURANCE	$0.00
7-1100-412-30-085-003-0-	220	PUBLIC DEFENDER-	FICA	$1,637.87
7-1100-412-30-085-003-0-	230	PUBLIC DEFENDER-	RETIREMENT	$2,455.73
7-1100-412-30-085-003-0-	250	PUBLIC DEFENDER-	UNEMPLOYMENT COMP	$128.46
7-1100-412-30-085-003-0-	260	PUBLIC DEFENDER-	WORKER'S COMP	$23.55
			2017 Budgetary Impact	$25,655.61

Possible Funding Sources: Interdepartmental Transfer; Co Wide Adm-Contingency.

Comments:

Previously approved by CC on 10/25/16 (refer to AI-56940 & AI-56995).

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
Juvenile Det Pre (1100): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	JSO/Detention Officer	7925	113	36,366.00	36,366.00	0.00
1100	JSO/Detention Officer	7925	115	480.00	0.00	(480.00)
				36,846.00	36,366.00	(480.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-423-79-330-001-0-	115	JUVENILE DET PRE-	LONGEVITY PAY	($480.00)
7-1100-423-79-330-001-0-	211	JUVENILE DET PRE-	HEALTH INSURANCE	$0.00
7-1100-423-79-330-001-0-	212	JUVENILE DET PRE-	LIFE INSURANCE	$0.00
7-1100-423-79-330-001-0-	220	JUVENILE DET PRE-	FICA	($36.72)
7-1100-423-79-330-001-0-	230	JUVENILE DET PRE-	RETIREMENT	($55.06)
7-1100-423-79-330-001-0-	250	JUVENILE DET PRE-	UNEMPLOYMENT COMP	($2.88)
7-1100-423-79-330-001-0-	260	JUVENILE DET PRE-	WORKER'S COMP	($1.68)
			2017 Budgetary Impact	($576.34)

Possible Funding Sources: Cost Savings.

Comments:

Previously approved by CC on 11/15/16 (refer to AI-57315).

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
IV-E Foster Care (1296): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1296	Probation Officer	7104	113	43,147.00	43,147.00	0.00
				43,147.00	43,147.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1296-423-71-330-031-7-	113	IV-E FOSTER CARE DS-	LONGEVITY PAY	$0.00
7-1296-423-71-330-031-7-	211	IV-E FOSTER CARE DS-	HEALTH INSURANCE	$0.00
7-1296-423-71-330-031-7-	212	IV-E FOSTER CARE DS-	LIFE INSURANCE	$0.00
7-1296-423-71-330-031-7-	220	IV-E FOSTER CARE DS-	FICA	$0.00
7-1296-423-71-330-031-7-	230	IV-E FOSTER CARE DS-	RETIREMENT	$0.00
7-1296-423-71-330-031-7-	250	IV-E FOSTER CARE DS-	UNEMPLOYMENT COMP	$0.00
7-1296-423-71-330-031-7-	260	IV-E FOSTER CARE DS-	WORKER'S COMP	$0.00
			2017 Budgetary Impact	$0.00

Possible Funding Sources: No Budgetary Impact.

Comments:

Previously approved by CC on 11/15/16 (refer to AI-57315).

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
Juvenile DS (1100): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Probation Officer	7124	115	0.00	480.00	480.00
				0.00	480.00	480.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-423-71-330-001-0-	115	JUVENILE DS-	LONGEVITY PAY	$480.00
7-1100-423-71-330-001-0-	211	JUVENILE DS-	HEALTH INSURANCE	$0.00
7-1100-423-71-330-001-0-	212	JUVENILE DS-	LIFE INSURANCE	$0.00
7-1100-423-71-330-001-0-	220	JUVENILE DS-	FICA	$36.72
7-1100-423-71-330-001-0-	230	JUVENILE DS-	RETIREMENT	$55.06
7-1100-423-71-330-001-0-	250	JUVENILE DS-	UNEMPLOYMENT COMP	$2.88
7-1100-423-71-330-001-0-	260	JUVENILE DS-	WORKER'S COMP	$1.68
			2017 Budgetary Impact	$576.34

Possible Funding Sources: Interdepartmental Transfer; Co Wide Adm-Contingency.

Comments:

Previously approved by CC on 11/15/16 (refer to AI-57315).

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
PCT 4 Rd Maintenance (1200): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Equipment Operator I	0034	113	26,341.00	0.00	(26,341.00)
1200	Administrative Assistant IV	0078	113	36,312.00	0.00	(36,312.00)
1200	GIS Operator III	0084	113	0.00	52,937.00	52,937.00
				62,653.00	52,937.00	(9,716.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-124-007-0-	113	PCT 4 RD MAINT-	REG F/T EMPLOYEES	($9,716.00)
7-1200-431-00-124-007-0-	211	PCT 4 RD MAINT-	HEALTH INSURANCE	($6,300.00)
7-1200-431-00-124-007-0-	212	PCT 4 RD MAINT-	LIFE INSURANCE	($43.56)
7-1200-431-00-124-007-0-	220	PCT 4 RD MAINT-	FICA	($743.27)
7-1200-431-00-124-007-0-	230	PCT 4 RD MAINT-	RETIREMENT	($1,114.43)
7-1200-431-00-124-007-0-	250	PCT 4 RD MAINT-	UNEMPLOYMENT COMP	($58.30)
7-1200-431-00-124-007-0-	260	PCT 4 RD MAINT-	WORKER'S COMP	($668.46)
			2017 Budgetary Impact	($18,644.02)

Possible Funding Sources: Cost Savings

Comments:

Previously approved by CC on 11/15/16 (refer to AI-57341).

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 13, 2016 Agenda Item: 57641

Summary of request/proposal:
HIDTA CHAPTER 59 (1251): Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1251	Task Force Operations Supervisor	0028	113	61,800.00	70,000.00	8,200.00
				61,800.00	70,000.00	8,200.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1251-412-00-270-011-0-	113	HIDTA CHAPTER 59-	REG F/T EMPLOYEES	$8,200.00
7-1251-412-00-270-011-0-	211	HIDTA CHAPTER 59-	HEALTH INSURANCE	$0.00
7-1251-412-00-270-011-0-	212	HIDTA CHAPTER 59-	LIFE INSURANCE	$0.00
7-1251-412-00-270-011-0-	220	HIDTA CHAPTER 59-	FICA	$627.30
7-1251-412-00-270-011-0-	230	HIDTA CHAPTER 59-	RETIREMENT	$940.54
7-1251-412-00-270-011-0-	250	HIDTA CHAPTER 59-	UNEMPLOYMENT COMP	$49.20
7-1251-412-00-270-011-0-	260	HIDTA CHAPTER 59-	WORKER'S COMP	$255.84
			2017 Budgetary Impact	$10,072.88

Possible Funding Sources: Appropriation of funds; AI-57735 CC 12/13/16.

Comments:

Previously approved by CC on 11/22/16 (refer to AI-57280).

Hidalgo Co. Budget Office
2/3/2005

AI-57684 **Budget and Management** **22. H.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TXDOT-Pct 1 Mile 2W (Mile 12-US83):
Concurrence of Change Order #5 as submitted by TXDOT for Mile 2 West Project, CSJ#0921-02-170, with authority for County Judge to sign TXDOT Form 2146-AFA.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1315-431-00-121-040-0-721

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

BUDGETARY IMPACT:

Funds in the amount of $19,980.00 pending approval of interfund transfer (AI #57713, CC 12-13-16).

Attachments

Executed AFA
Form 2146-AFA
Backup

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	12/07/2016 03:57 PM
Budget & Management	Veronica Ortiz	12/07/2016 03:59 PM
Ivan Cantu	Ivan Cantu	12/08/2016 04:29 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Merlen P. Munoz		Started On: 12/07/2016 01:17 PM
Final Approval Date: 12/09/2016		

CSJ # 0921-02-170 & 0921-02-307
District # 21 – Pharr
Code Chart 64 # 50109
Project: Mile 2 West from Mile 12 N to US 83
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
METROPOLITAN MOBILITY PROJECT
WITH STATE AND LOCAL FUNDS
(OFF- SYSTEM)

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **County of Hidalgo** acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 113250, authorizing the State to undertake and complete a highway improvement generally described as the reconstruction of Mile 2 West Road called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated March 7, 2013, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

WHEREAS, the State and the Local Government executed a contract on August 15, 2006, to effectuate their agreement for the reconstruction of Mile 2 West from Mile 12 N. Road to US 83; and,

WHEREAS, it has become necessary to terminate that contract and replace it with this Advance Funding Agreement CSJ: 0921-02-170 project limits on Mile 2 West from Mile 12 N. Road to US 83.

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 in this agreement, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   A. The AFA CSJ 0921-02-170, executed on August 15, 2006 is terminated effective when signed by the last party whose signing makes this Agreement fully executed.

   B. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   Preliminary Engineering, ROW acquisition and construction for Mile 2 West Road from Mile 12 N. Road to US 83 as shown on Attachment "B".

3. **Local Project Sources and Uses of Funds**
   A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the 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. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
   B. 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.

C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.

F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) 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 cost.

G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will 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 by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

J. The State will not pay interest on any funds provided by the Local Government.

K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

N. 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.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

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.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. 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 provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during 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 in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. **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.

7. **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 a transportation 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 Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
   B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
   C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
   D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
   E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. **Compliance with Texas Accessibility Standards and ADA**
All parties to this agreement shall ensure that the plans for and the construction of all projects 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 Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

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. The State will use its approved contract letting and award procedures to let and award the construction contract.

C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.

D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of The State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by The State prior to its execution. A copy of the executed agreement shall be provided to The State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County Judge	Director of Contract Services Office
County of Hidalgo	Texas Department of Transportation
PO Box 1356	125 E. 11th Street
Edinburg, Texas 78740	Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If 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.

16. Responsibilities of the Parties
The State and the Local Government agree that neither 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.

17. 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.

18. 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.

19. 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 agreement's subject matter.

20. 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.

21. 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.

22. Inspection of Books and Records
The parties to this 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, and 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.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (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).

24. 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.*

25. 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 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.

26. 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.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, 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.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State

right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any 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. The Local Government agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: https://www.bpn.gov/ccr/default.aspx;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS 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 five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. 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 Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 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 Local Government's fiscal year, the Local Government 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.

30. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Ramon Garcia
Signature

Ramon Garcia
Typed or Printed Name

County Judge
Title

3/5/13
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 3/5/13

THE STATE OF TEXAS

Kenneth Stewart
Deputy Director of Contract Services
Texas Department of Transportation

03/25/13
Date

SPECIAL MEETING - MARCH 5, 2013

BERED, that on this 5th day of March A.D., 2013, there was begun and held a SPECIAL MEETING of the mmissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present,

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

DATE _____
A true copy I certify
RTURO GUAJARDO, JR.
Clerk, Hidalgo County, Texas
_____ Deputy

16. **Planning Department - Raul Sesin:**

A. 1. Preliminary Approval
a. Lantana Ranch Phase 2 Subdivision -- Pct. 3 (Hector Cortez)

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

2. Final Approval with Financial Guarantee
a. Los Feliz Phase I Subdivision – Pct. 4 (Oscar Garza, Jr.)

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

B. 1. Reimbursement of a Cash Deposit
a. Cardinal Lake Subdivision – Pct. 4 (Franz Schamberger)

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

A. Pct.1 Mile 2 West:
Discussion, consideration, and approval of an Advance Funding Agreement (A.F.A.) between County of Hidalgo and Texas Department of Transportation for highway improvements to Mile 2 West CSJ# 0921-02-170 (from Mile 12 North Rd to US 83) with authority for County Judge to sign the required documents.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

A. Approval of Interlocal Cooperation Agreement between the County of Hidalgo and the Edinburg CISD (acquire tract of land for park purposes)

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Approval of Multiple Use Agreement by the State of Texas by and between the Texas Department of Transportation and Hidalgo County, Texas (for US 281 & SH 186 Linn-San Manuel Beautification Project)

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

A. Approval of 2012 unappropriation of funds for the following grants:

Fund	Amount
Stop Truancy Grant - Fund 1285	$1,024.71

DATE _____
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 5th day of March, 2013

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 March 5, 2013.

Signed this 7th day of March 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

By: _____
(Seal) Priscilla Torres, Deputy

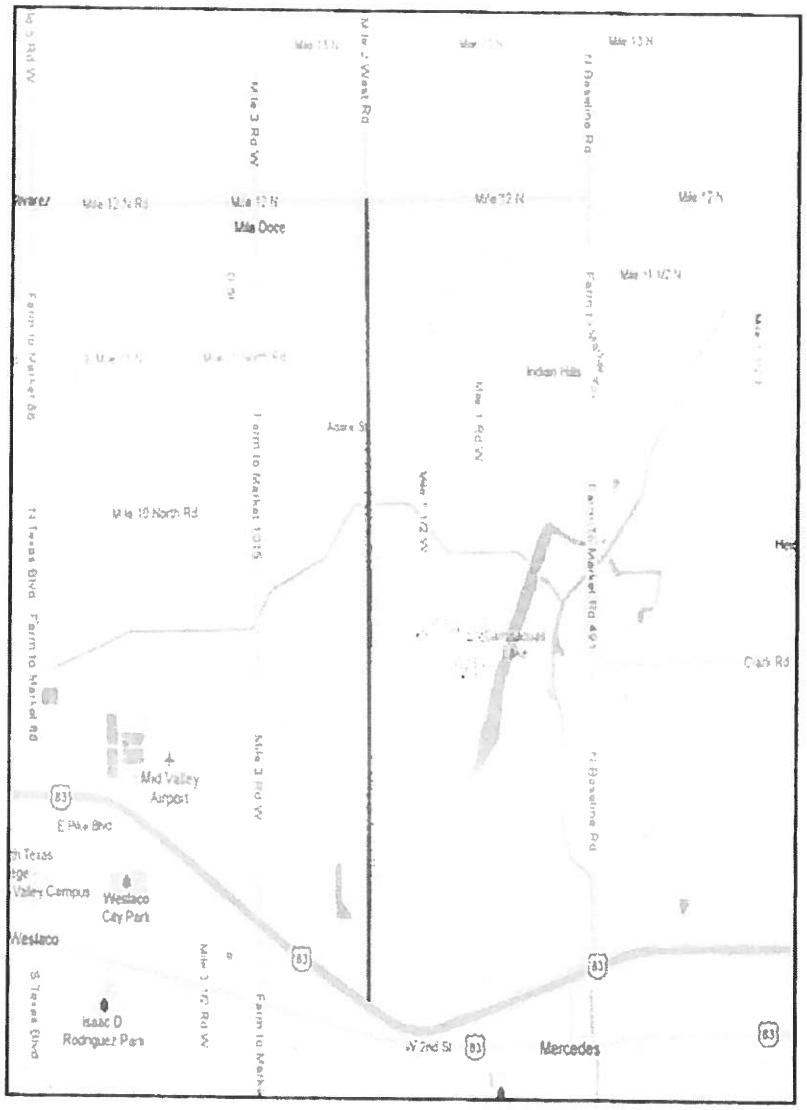
DATE _____
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

CSJ # 0921-02-170 & 0921-02-307
District # 21 – Pharr
Code Chart 64 # 50109
Project: Mile 2 West from Mile 12 N to US 83
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

CSJ # 0921-02-170 & 0921-02-307
District # 21 – Pharr
Code Chart 64 # 50109
Project: Mile 2 West from Mile 12 N to US 83
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



CSJ # 0921-02-170 & 0921-02-307
District # 21 – Pharr
Code Chart 64 # 50109
Project: Mile 2 West from Mile 12 N to US 83
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C
PROJECT BUDGET

This project has received a total of $7,630,730 in SAFETEA-LU (Category 10) and Category 7, Metropolitan Mobility and Rehabilitation (7MM) funds. The SAFETEA-LU Funds are to be used for Preliminary Engineering, Right of Way and Construction, the federal share is 80% and the local government share is 20%. Category 7 funds are to be used for construction only and considering an 83% Economically Disadvantaged County Program reduction for the project, the federal share is 80%, the state share is 16.6% and the local government share is 3.4%. The Local Government will be responsible for 100% of all preliminary engineering direct state costs, 100% of all Construction contingencies, and 100% of all project costs exceeding the approved funding amount. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation			Local Participation		
			%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering Cat 10 Earmark (by LG)		$ 469,901	80%	$ 375,921	0%	0%	$ 0	0%	20%	$ 93,980
Right of Way – Off System Cat 10 Earmark (by LG)		$ 430,000	80%	$ 344,000	0%	0%	$ 0	20%	20%	$ 86,000
Construction – Cat 7 (by State)		$ 6,629,255	80%	$ 5,303,404	0%	16.6%	$ 1,100,456	20%	3.4%	$ 225,395
Construction – Cat 10 Earmark (by State)		$ 101,574	80%	$ 81,259	0%	0%	$ 0	20%	20%	$ 20,315
Construction (by LG)		$ 769,171	0%	$ 0	0%	0%	$ 0	100%	100%	$ 769,171
Subtotal		**$ 8,399,901**		**$ 6,104,584**			**$ 1,100,456**			**$ 1,194,861**
Direct State Cost for Prelim. Engineering **$49,723**	Environm. Direct State Costs (30%)	$ 14,917	0%	$ 0	0%	0%	$ 0	0%	100%	$ 14,917
	Right of Way Direct State Costs (10%)	$ 4,972	0%	$ 0	0%	0%	$ 0	0%	100%	$ 4,972
	Engineer. Direct State Costs (50%)	$ 24,862	0%	$ 0	0%	0%	$ 0	0%	100%	$ 24,862
	Utility Direct State Costs (10%)	$ 4,972	0%	$ 0	0%	0%	$ 0	0%	100%	$ 4,972
Construction Direct State Costs		$ 375,000	0%	$ 0	100%	0%	$ 375,000	0%	0%	$ 0
Construction Contingencies		$ 487,500	0%	$ 0	0%	0%	$ 0	0%	100%	$ 487,500
Indirect State Costs (6 2%)		$ 465,000	0%	$ 0	100%	0%	$ 465,000	0%	0%	$ 0
Subtotal		**$ 1,377,223**		**$ 0**			**$ 840,000**			**$ 537,223**
TOTAL		**$ 9,777,124**		**$ 6,104,584**			**$ 1,940,456**			**$ 1,732,084**

CSJ # 0921-02-170 & 0921-02-307
District # 21 – Pharr
Code Chart 64 # 50109
Project: Mile 2 West from Mile 12 N to US 83
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Initial payment by the Local Government to the State:	$ 49,723
Payment by the Local Government to the State before construction:	$ 1,502,381
Less payment received from Local Government:	$ 10,000
Estimated total payment by the Local Government to the State:	$1,542,104

This is an estimate. The final amount of Local Government participation will be based on actual costs.

PROJECT FUNDING

Contractor: Foremost Paving, Inc.

File: 0921-02-170 **Let Date:** 04/04/13
County: HIDALGO **Area Office:** Pharr

Contract Items:	$5,474,037.50
E & C:	$800,304.28
State Force (260):	$0.00
Contract F/A:	$160,300.00
Railroad F/A	$0.00
Totals:	$6,434,641.78

Cnty No:	Project Number	C S J	Contract Items	E & C	State F/A	Contractor F/A	RR F/A
109	HP 2008 (128)	0921-02-170	$4,729,717.44	$691,484.69	$0.00	$160,300.00	$0.00
109	HP 2008 (128)	0921-02-307	$744,320.06	$108,819.59	$0.00	$0.00	$0.00
		Totals:	$5,474,037.50	$800,304.28	$0.00	$160,300.00	$0.00
		Total:		$6,434,641.78			

LIMITS:

Mile 2 W From mile 12 north to 0.44 miles north of US 83
Mile 2 W- From 0.44 mile north of US 83 to US 83

NOTES:

ITEM DESCRIPTION:	STATE F/A:	CONTR.F/A:	RR. F/A:
CSJ 0921-02-170			
1) TXDOT:	$0.00		
2) Contractor:		$160,300.00	
3) Railroad:			$0.00
GT	**$0.00**	**$160,300.00**	**$0.00**

CONTRACT NO. 04133203
PROJECT HP 2008(128)
CONTROL 0921-02-170
HIGHWAY CS
COUNTY HIDALGO
DISTRICT 21

HP
2008
128

CCSJ: 092102170

PROJECT AGREEMENT ESTIMATE
TEXAS DEPARTMENT OF TRANSPORTATION

CONTRACTOR FOREMOST PAVING, INC. ADDRESS WESLACO TX

PWP: N EDCP: N TAPERED MATCH: Y PRESERVATION %: 050 MOBILITY %: 050

DISTRICT 21 COUNTY HIDALGO CONTROL 0921-02-170 LENGTH 4.750 HP 2008(128)

TYPE: RECONSTRUCT & WIDEN TO 2 LN RDWY
LIMITS FROM: MILE 2 WEST, FROM MILE 12 NORTH
TO : .44 MI NORTH OF US 83

CONTINGENCY %: 0.05 PCO %: 4.52 INDIRECT %: 5.15 ENGINEERING %: 4.90

ROADWAY URBAN NET LENGTH 4.750 MILES

ITEM NO.	DESC CODE	S.P. NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0100	2002	002	PREPARING ROW	STA	251.200	$ 500.000	$ 125,600.00
0104	2017		REMOVING CONC (DRIVEWAYS)	SY	151.000	22.000	3,322.00
0110	2001		EXCAVATION (ROADWAY)	CY	33,109.000	6.800	225,141.20
0132	2006	011	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	18,077.000	2.300	41,577.10
0160	2005		FURNISHING AND PLACING TOPSOIL	CY	50.000	50.000	2,500.00
0164	2023	006	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	114,322.000	.360	41,155.92
0164	2029	006	CELL FBR MLCH SEED(TEMP)(WARM)	SY	57,161.000	.320	18,291.52
0164	2031	006	CELL FBR MLCH SEED(TEMP)(COOL)	SY	57,161.000	.320	18,291.52
0168	2001		VEGETATIVE WATERING	MG	7,226.000	25.000	180,650.00
0204	2003		SPRINKLING (DUST CONTROL)	MG	1,004.800	1.500	1,507.20
0247	2225	041	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	CY	25,844.000	21.400	553,061.60
0251	2021		REWORK BS MTL (TY A) (6") (ORD COMP)	SY	55,866.000	.500	27,933.00
0260	2011	003	LIME TRT (EXST MATL) (12")	SY	120,947.000	1.750	211,657.25
0260	2015	003	LIME TRT (NEW BASE)(8")	SY	116,298.000	1.400	162,817.20
0260	2043	003	LIME (HYD, COM OR QK)(SLURRY)	TON	2,669.000	121.000	322,949.00
0310	2001		PRIME COAT (MC-30)	GAL	22,887.000	4.450	101,847.15
0316	2718	016	AGGR (TIER II)	CY	954.000	31.800	30,337.20
0316	2706	016	ASPH (TIER II)	GAL	34,331.000	5.750	197,403.25
0400	2007	007	STRUCT EXCAV (SPECIAL)	CY	200.000	40.000	8,000.00
0402	2001		TRENCH EXCAVATION PROTECTION	LF	1,438.000	1.000	1,438.00
0416	2032	001	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	96.000	200.000	19,200.00
0432	2001		RIPRAP (CONC)(4 IN)	CY	291.000	330.000	96,030.00
0432	2039		RIPRAP (MOW STRIP)(4 IN)	CY	66.200	260.000	17,212.00
0462	2003	015	CONC BOX CULV (4 FT X 2 FT)	LF	61.000	160.000	9,760.00

ITEM NO.	DESC CODE	S.P. NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0462	2015	015	CONC BOX CULV (7 FT X 4 FT)	LF	128.000	$ 295.000	$ 37,760.00
0462	2017	015	CONC BOX CULV (7 FT X 6 FT)	LF	108.000	350.000	37,800.00
0464	2003	006	RC PIPE (CL III)(18 IN)	LF	1,190.000	25.000	29,750.00
0464	2005	006	RC PIPE (CL III)(24 IN)	LF	3,223.000	28.000	90,244.00
0464	2007	006	RC PIPE (CL III)(30 IN)	LF	1,004.000	60.000	60,240.00
0464	2009	006	RC PIPE (CL III)(36 IN)	LF	216.000	70.000	15,120.00
0464	2093	006	RC PIPE (CL III)(42 IN)(SPL)	LF	216.000	90.000	19,440.00
0464	2094	006	RC PIPE (CL III)(48 IN)(SPL)	LF	176.000	100.000	17,600.00
0465	2003	001	INLET (COMPL)(TY H)	EA	8.000	3,500.000	28,000.00
0465	2005	001	MANH (COMPL)(TY M)	EA	1.000	2,500.000	2,500.00
0466	2070		HEADWALL (CH-FW-0)(DIA= 42 IN)	EA	2.000	6,000.000	12,000.00
0467	2225		SET (TY II)(30 IN)(RCP)(4:1)(C)	EA	4.000	1,200.000	4,800.00
0467	2286		SET (TY II)(18 IN)(RCP)(6:1)(P)	EA	83.000	825.000	68,475.00
0467	2288		SET (TY II)(24 IN)(RCP)(6:1)(P)	EA	173.000	900.000	155,700.00
0467	2290		SET (TY II)(30 IN)(RCP)(6:1)(P)	EA	49.000	1,800.000	88,200.00
0467	2292		SET (TY II)(36 IN)(RCP)(6:1)(P)	EA	2.000	4,000.000	8,000.00
0467	2413		SET (TY I)(S=4FT)(HW=2FT)(6:1)(C)	EA	2.000	4,400.000	8,800.00
0496	2004		REMOV STR (SET)	EA	16.000	100.000	1,600.00
0496	2005		REMOV STR (WINGWALL)	EA	1.000	400.000	400.00
0496	2007		REMOV STR (PIPE)	LF	4,757.000	10.000	47,570.00
0496	2016		REMOV STR (PIPE)	EA	2.000	2,100.000	4,200.00
0500	2001	011	MOBILIZATION	LS	0.500	365,000.000	182,500.00
0502	2001	033	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	24.000	3,000.000	72,000.00
0530	2010	006	DRIVEWAYS (CONC)	SY	240.000	50.000	12,000.00
0530	2011	006	DRIVEWAYS (ACP)	SY	5,466.000	21.000	114,786.00
0530	2005	006	INTERSECTIONS (ACP)	SY	3,016.000	31.600	95,305.60
0540	2001	031	MTL W-BEAM GD FEN (TIM POST)	LF	1,315.000	17.250	22,683.75
0540	2015	031	MTL W-BEAM GD FEN(TIM POST)RADIUS RAIL	LF	50.000	17.250	862.50
0544	2001	001	GUARDRAIL END TREATMENT (INSTALL)	EA	8.000	1,930.000	15,440.00
0560	2021	001	MAILBOX INSTALL-S(TWG-POST)TY 2 FND-TB	EA	57.000	125.000	7,125.00
0560	2022	001	MAILBOX INSTALL-D(TWG-POST)TY 2 FND-TB	EA	9.000	165.000	1,485.00
0560	2023	001	MAILBOX INSTALL-M(TWG-POST)TY 2 FND-TB	EA	3.000	290.000	870.00
0618	2024		CONDT (PVC) (SCHD 40) (4")	LF	32.000	8.000	256.00
0620	2009	001	ELEC CONDR (NO. 6) BARE	LF	30.000	2.000	60.00
0620	2010	001	ELEC CONDR (NO. 6) INSULATED	LF	60.000	2.000	120.00
0621	2004		TRAY CABLE (4 CONDR) (12 AWG)	LF	950.000	1.400	1,330.00
0625	2004	001	ZINC-COAT STL WIRE STRAND (3/8 IN)	LF	790.000	2.100	1,659.00
0628	2145	003	ELC SRV TY T 120/240 000 (NS)GS(L)TS(O)	EA	5.000	815.000	4,075.00
0636	2001	014	ALUMINUM SIGNS (TY A)	SF	91.500	17.000	1,555.50
0644	2001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	37.000	390.000	14,430.00
0644	2004		IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	10.000	490.000	4,900.00
0644	2056		RELOCATE SM RD SN SUP & AM TY 10BWG	EA	2.000	415.000	830.00
0644	2060		REMOVE SM RD SN SUP & AM	EA	33.000	50.000	1,650.00
0658	2241	006	INSTL DEL ASSM (D-SW)SZ 1(FLX)GF2(BI)	EA	13.000	24.000	312.00
0658	2314	006	INSTL OM ASSM (OM-2X)(WC) GND	EA	40.000	41.500	1,660.00
0666	2012	008	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	49,465.000	.320	15,828.80
0666	2048	008	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	266.000	8.800	2,340.80
0666	2105	008	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	4,900.000	.380	1,862.00
0666	2111	008	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	12,173.000	.360	4,382.28
0672	2015	034	REFL PAV MRKR TY II-A-A	EA	400.000	3.200	1,280.00
0680	2001		INSTALL HWY TRF SIG (FLASH BEACON)	EA	5.000	900.000	4,500.00

ITEM NO.	DESC CODE	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0682	2025	003		VEH SIG SEC (12 IN) LED (YEL)	EA	16.000	$ 155.000	$ 2,480.00
0682	2027	003		VEH SIG SEC (12 IN) LED (RED)	EA	24.000	155.000	3,720.00
0684	2010			TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	422.000	1.800	759.60
0686	2006			INS TRF SIG PL AM(S) STR (TY B) LUM	EA	8.000	3,650.000	29,200.00
1122	2002	001		ROCK FILTER DAMS (INSTALL) (TY 2)	LF	140.000	45.000	6,300.00
1122	2009	001		ROCK FILTER DAMS (REMOVE)	LF	140.000	20.000	2,800.00
1122	2017	001		CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	1,560.000	30.000	46,800.00
1122	2019	001		CONSTRUCTION EXITS (REMOVE)	SY	1,560.000	15.000	23,400.00
1122	2037	001		TEMPORARY SEDIMENT CONTROL FENCE INSTLL	LF	4,365.000	2.250	9,821.25
1122	2048	001		BIOGRD EROSN CONT LOGS (12" DIA) INSTALL	LF	3,895.000	7.000	27,265.00
1122	2056	001		BIODEGRADBLE EROSION CONTROL LOGS REMOV	LF	3,895.000	.500	1,947.50
1122	2057	001		TEMPORARY SEDIMENT CONTROL FENCE REMOVE	LF	4,365.000	.750	3,273.75
3268	2039			D-GR HMA TY-D SAC-B PG64-22	TON	9,546.000	80.000	763,680.00
4035	2005			RC LOW HEAD PRSSR PIPE (CL III)(24")	LF	55.000	80.000	4,400.00
4035	2006			RC LOW HEAD PRSSR PIPE (CL III)(30IN)	LF	98.000	100.000	9,800.00
4061	2004			IRRIGATION VALVE (12")	EA	5.000	1,200.000	6,000.00
4061	2008			IRRIGATION WELL (24")	EA	2.000	3,000.000	6,000.00
4061	2010			IRRIGATION WELL (36")	EA	1.000	3,400.000	3,400.00
4061	2014			WELL GATE (24")	EA	2.000	2,000.000	4,000.00
4269	2002			PRESS IRRIG PVC PIPE (15 IN)	LF	480.000	30.000	14,400.00
4269	2003			PRESS IRRIG PVC PIPE (24 IN)	LF	200.000	70.000	14,000.00
6007	2001			REMOVING TRAFFIC SIGNALS	EA	2.000	1,150.000	2,300.00

SUBTOTAL	$ 4,729,717.44
CONTINGENCIES	2,364.86
PCO	213,783.23
INDIRECT	243,580.45
ENGINEERING	231,756.15

$691,484.69

TOTAL ROADWAY URBAN $ 5,421,202.13

18 CONTRACTOR FORCE ACCOUNT WORK (PART)

EROSION CONTROL MAINTENANCE	LS	1.000	$	500.00
SAFETY CONTINGENCY	LS	1.000	$	159,800.00

TOTAL $ 160,300.00

CONTRACTOR FOREMOST PAVING, INC. ADDRESS WESLACO TX

ITEM NO.	DESC CODE	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT

PWP: EDCP: TAPERED MATCH: Y PRESERVATION %: 000 MOBILITY %: 100

DISTRICT 21 COUNTY HIDALGO CONTROL 0921-02-307 LENGTH .440 HP 2008(128)

TYPE: RECONSTRUCT & WIDEN TO 2 LN RDWY
LIMITS FROM: ON MILE 2 NORTH,.44 MI N OF US 83
TO : US 83

CONTINGENCY %: 0.05 PCO %: 4.52 INDIRECT %: 5.15 ENGINEERING %: 4.90

ITEM NO.	DESC CODE	S.P. NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
ROADWAY URBAN			NET LENGTH .440 MILES				
0100	2002	002	PREPARING ROW	STA	19.900	$ 500.000	$ 9,950.00
0104	2017		REMOVING CONC (DRIVEWAYS)	SY	398.000	22.000	8,756.00
0104	2022		REMOVING CONC (CURB AND GUTTER)	LF	170.000	9.150	1,555.50
0110	2001		EXCAVATION (ROADWAY)	CY	2,051.000	6.800	13,946.80
0132	2006	011	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	275.000	2.300	632.50
0160	2005		FURNISHING AND PLACING TOPSOIL	CY	50.000	50.000	2,500.00
0164	2023	006	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	11,203.000	.360	4,033.08
0164	2029	006	CELL FBR MLCH SEED(TEMP)(WARM)	SY	11,203.000	.320	3,584.96
0164	2031	006	CELL FBR MLCH SEED(TEMP)(COOL)	SY	11,203.000	.320	3,584.96
0168	2001		VEGETATIVE WATERING	MG	708.000	25.000	17,700.00
0204	2003		SPRINKLING (DUST CONTROL)	MG	160.000	1.500	240.00
0247	2225	041	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	CY	2,196.000	21.400	46,994.40
0251	2021		REWORK BS MTL (TY A) (6") (ORD COMP)	SY	5,004.000	.500	2,502.00
0251	2205		REWRK BS MTL (TY A)(9.5")(OC)	SY	2,762.000	2.750	7,595.50
0260	2011	003	LIME TRT (EXST MATL) (12")	SY	10,248.000	1.750	17,934.00
0260	2017	003	LIME TRT(MIX EXST MATL & NEW BASE)(8")	SY	9,879.000	1.400	13,830.60
0260	2043	003	LIME (HYD, COM OR QK)(SLURRY)	TON	227.000	121.000	27,467.00
0310	2001		PRIME COAT (MC-30)	GAL	1,945.000	4.450	8,655.25
0316	2718	016	AGGR (TIER II)	CY	82.000	31.800	2,607.60
0316	2706	016	ASPH (TIER II)	GAL	2,920.000	5.750	16,790.00
0354	2051		PLANE ASPH CONC PAV (0" TO 1 1/2")	SY	400.000	17.500	7,000.00
0400	2009	007	CUT & RESTORING PAV (CONC)	SY	17.000	70.000	1,190.00
0416	2032	001	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	24.000	200.000	4,800.00
0464	2003	006	RC PIPE (CL III)(18 IN)	LF	1,048.000	25.000	26,200.00
0464	2005	006	RC PIPE (CL III)(24 IN)	LF	365.000	28.000	10,220.00
0465	2001	001	INLET (COMPL)(TY C)	EA	4.000	3,500.000	14,000.00
0465	2005	001	MANH (COMPL)(TY M)	EA	3.000	2,500.000	7,500.00
0467	2286		SET (TY II)(18 IN)(RCP)(6:1)(P)	EA	17.000	825.000	14,025.00
0500	2001	011	MOBILIZATION	LS	0.500	365,000.000	182,500.00
0502	2001	033	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5.000	3,000.000	15,000.00
0508	2002		CONSTRUCTING DETOURS	SY	2,762.000	24.000	66,288.00
0529	2012		CONC CURB & GUTTER (TY A)(BARRIER)	LF	40.000	60.000	2,400.00
0512	2008	002	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	1,840.000	6.050	11,132.00
0512	2009	002	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	200.000	9.650	1,930.00
0512	2044	002	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	1,840.000	5.450	10,028.00
0512	2045	002	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	200.000	9.000	1,800.00
0530	2010	006	DRIVEWAYS (CONC)	SY	253.000	50.000	12,650.00
0530	2011	006	DRIVEWAYS (ACP)	SY	753.000	21.000	15,813.00
0560	2021	001	MAILBOX INSTALL-S(TWG-POST)TY 2 FND-TB	EA	2.000	125.000	250.00
0618	2012		CONDT (PVC) (SCHD 40) (1")	LF	10.000	5.000	50.00
0618	2018		CONDT (PVC) (SCHD 40) (2")	LF	155.000	4.000	620.00
0618	2024		CONDT (PVC) (SCHD 40) (4")	LF	8.000	8.000	64.00
0620	2009	001	ELEC CONDR (NO. 6) BARE	LF	6.000	2.000	12.00
0620	2010	001	ELEC CONDR (NO. 6) INSULATED	LF	12.000	2.000	24.00
0621	2004		TRAY CABLE (4 CONDR) (12 AWG)	LF	182.000	1.400	254.80
0624	2008	014	GROUND BOX TY A (122311) W/APRON	EA	2.000	550.000	1,100.00
0625	2004	001	ZINC-COAT STL WIRE STRAND (3/8 IN)	LF	140.000	2.100	294.00

ITEM NO.	DESC CODE	S.P. NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0628	2145	003	ELC SRV TY T 120/240 000 (NS)GS(L)TS(O)	EA	1.000	$ 815.000	$ 815.00
0644	2001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	12.000	390.000	4,680.00
0644	2004		IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	1.000	490.000	490.00
0644	2060		REMOVE SM RD SN SUP & AM	EA	13.000	50.000	650.00
0662	2004		WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	8,772.000	.320	2,807.04
0662	2032		WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	9,028.000	.320	2,888.96
0662	2039		WK ZN PAV MRK NON-REMOV (Y) 24" (SLD)	LF	94.000	10.800	1,015.20
0662	2065		WK ZN PAV MRK REMOV (W) 4" (DOT)	LF	48.000	3.200	153.60
0662	2067		WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	667.000	1.200	800.40
0662	2099		WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	970.000	1.200	1,164.00
0662	2106		WK ZN PAV MRK REMOV (Y) 24" (SLD)	LF	40.000	10.800	432.00
0662	2113		WK ZN PAV MRK SHT TERM (TAB) TY W	EA	110.000	1.000	110.00
0662	2115		WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	1,430.000	1.000	1,430.00
0666	2060	008	RFL PAV MRK TY I(W)BIKE RR XING(100MIL)	EA	50.000	80.000	4,000.00
0666	2012	008	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	3,914.000	.320	1,252.48
0666	2033	008	REFL PAV MRK TY I (W) 8" (LNDP)(100MIL)	LF	15.000	4.090	61.35
0666	2036	008	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	1,277.000	2.400	3,064.80
0666	2042	008	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	166.000	4.800	796.80
0666	2048	008	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	145.000	8.800	1,276.00
0666	2105	008	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	460.000	.380	174.80
0666	2054	008	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	6.000	120.000	720.00
0666	2096	008	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	6.000	140.000	840.00
0666	2111	008	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	493.000	.360	177.48
0672	2012	034	REFL PAV MRKR TY I-C	EA	66.000	3.800	250.80
0672	2015	034	REFL PAV MRKR TY II-A-A	EA	29.000	3.200	92.80
0680	2001		INSTALL HWY TRF SIG (FLASH BEACON)	EA	1.000	900.000	900.00
0682	2025	003	VEH SIG SEC (12 IN) LED (YEL)	EA	4.000	155.000	620.00
0682	2027	003	VEH SIG SEC (12 IN) LED (RED)	EA	4.000	155.000	620.00
0684	2010		TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	80.000	1.800	144.00
0684	2080		TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	573.000	1.200	687.60
0686	2006		INS TRF SIG PL AM(S) STR (TY B) LUM	EA	2.000	3,650.000	7,300.00
0688	2002		VEH LP DETECT (SAWCUT)	LF	170.000	6.000	1,020.00
1122	2002	001	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	20.000	45.000	900.00
1122	2009	001	ROCK FILTER DAMS (REMOVE)	LF	20.000	20.000	400.00
1122	2017	001	CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	312.000	30.000	9,360.00
1122	2019	001	CONSTRUCTION EXITS (REMOVE)	SY	312.000	15.000	4,680.00
1122	2047	001	BIOGRD EROSN CONT LOGS (8" DIA) INSTALL	LF	680.000	6.000	4,080.00
1122	2056	001	BIODEGRADBLE EROSION CONTROL LOGS REMOV	LF	680.000	.500	340.00
3268	2039		D-GR HMA TY-D SAC-B PG64-22	TON	814.000	80.000	65,120.00

SUBTOTAL	$ 744,320.06
CONTINGENCIES	372.16
PCO	33,643.27
INDIRECT	38,332.48
ENGINEERING	36,471.68

$108,819.59

TOTAL ROADWAY URBAN $ 853,139.65

SUMMARY: CONTROL 0921-02-170 PROJECT HP 2008(128)

	ESTIMATED COST	LENGTH
ROADWAY URBAN	$ 5,421,202.13	4.750
CONTRACTOR FORCE ACCOUNT WORK (PART)	$ 160,300.00	

CONTR BID ITEMS	$	4,729,717.44	
TOTAL CONTROL	$	5,581,502.13	4.750

FUNDING TOTALS

APPN CODE	APPL PCT	TOTAL PROJ COST	FED PCT	FEDERAL FUNDS	STA PCT	STATE FUNDS	LOC PCT	LOCAL FUNDS	PARTICIPATION TYPE	CODE	MULT
1110	100.0	$ 0.00	0.0	$ 0.00	0.0	$ 0.00	100.0	$ 0.00	C	50109	

FUNDING "FIXED" TOTALS

APPN CODE	APPL PCT	TOTAL PROJ COST	FED PCT	FEDERAL FUNDS	STA PCT	STATE FUNDS	LOC PCT	LOCAL FUNDS	PARTICIPATION TYPE	CODE	MULT
L930	0.0	$ 101,574.00	80.0	$ 81,259.20	0.0	$ 0.00	20.0	$ 20,314.80	C	50109	
L230	0.0	$ 5,581,502.13	80.0	$ 4,465,201.70	0.0	$ 0.00	20.0	$ 1,116,300.42	C	50109	

CONTROL 0921-02-307 PROJECT HP 2008(128)

ROADWAY URBAN	$	853,139.65	.440
CONTR BID ITEMS	$	744,320.06	
TOTAL CONTROL	$	853,139.65	.440

FUNDING TOTALS

APPN CODE	APPL PCT	TOTAL PROJ COST	FED PCT	FEDERAL FUNDS	STA PCT	STATE FUNDS	LOC PCT	LOCAL FUNDS	PARTICIPATION TYPE	CODE	MULT
L230	100.0	$ 853,139.65	80.0	$ 682,511.72	0.0	$ 0.00	20.0	$ 170,627.93	C	50109	

TOTAL PROJECT	$	6,434,641.78	5.190
TOTAL BID ITEMS	$	5,474,037.50	

CONTRACT SUMMARY

		ESTIMATED COST	LENGTH
0921-02-170 HP 2008(128)			
ROADWAY URBAN	$	5,421,202.13	4.750
CONTRACTOR FORCE ACCOUNT WORK (PART)	$	160,300.00	
TOTAL 0921-02-170	$	5,581,502.13	4.750
0921-02-307 HP 2008(128)			
ROADWAY URBAN	$	853,139.65	.440
TOTAL 0921-02-307	$	853,139.65	.440
TOTAL BID ITEMS	$	5,474,037.50	
TOTAL CONTINGENCIES COST	$	2,737.02	
TOTAL PCO COST	$	247,426.50	
TOTAL INDIRECT COST	$	281,912.93	
TOTAL ENGINEERING COST	$	268,227.83	
TOTAL MISCELLANEOUS COST	$	160,300.00	
TOTAL COST	$	6,434,641.78	5.190

MIS.DCS.9603

TEXAS DEPARTMENT OF TRANSPORTATION

CONTRACT SUMMARY

CONTRACT NUMBER	PROJECT NUMBER	COUNTY		TOTAL BID		TOTAL BID + C&I&E
04133203	HP 2008(128),ETC.	109	$	5,474,037.50	$	6,274,341.79
TOTALS			$	5,474,037.50	$	6,274,341.79

%-12345X

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 5

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:	0921-02-170
Project:	HP 2008 (128)
Highway:	MILE 2 WEST
County:	HIDALGO
District:	21 PHARR
Contract Number:	04133203

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 18,000.00)

☒ Actual Cost

(a) Contract Items (Bid Items):			18,000.00
(b) E&C*:	(a) x 11 (enter %)	=	1,980.00
(c) Indirect Cost**:	(a + b) x (enter %)	=	0.00
TOTAL			19,980.00

Use as needed:
I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name Ramon Garcia

Typed/Printed Title Hidalgo County Judge

* 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: _____

Texas Department of Transportation
SiteManager
Construction Management Software

CHANGE ORDER NBR. 5

REPORT DATE: **11/9/2016 9:37:00AM**

CONTRACT ID:	092102170
PROJECT:	HP 2008(128)
CONTRACT:	04133203
AWARD AMOUNT:	$5,474,037.50
PROJECTED AMOUNT:	$5,490,037.50
ADJ PROJECTED AMT:	$5,635,130.34
PEND ADJ PROJ AMT:	$5,635,130.34
CONTRACTOR:	FOREMOST PAVING, INC.
CO AMOUNT:	$18,000.00
CO TYPE:	NON-PARTICIPATING
3RD PARTY AMOUNT:	$0.00
APPRV LEVEL:	OVERRIDE

HIGHWAY:	CS
DISTRICT:	21
COUNTY:	HIDALGO
AREA ENGINEER:	Juan Bosquez, P.E.
AREA NUMBER:	055
DESCRIPTION:	ADDITIONAL BARRICADES
REASON:	6C - 6C-UTILITIES NOT CLEAR
SECONDARY REASON(S):	

Functions:

- [x] Extra Work
- [ ] Force Account
- [ ] Zero Dollar
- [ ] Final Quantity
- [ ] Overrun/Underrun
- [ ] Change Project Limits
- [ ] Time Adjustment
- [ ] Delete/Add CSJ
- [ ] Stock Account

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

ADDITIONAL MONTHS OF BARRICADES
This change order proposes to compensate the contractor for additional months of barricades. Quantity for existing contract ITEM 0502-2001 Barricades, Signs and Traffic Handling will be adjusted.

The Contractor maintained barricades 6 additional months past the original plan quantity due to utility conflicts not addressed before and during construction. TxDOT agreed to compensate the contractor for the additional months of barricades that were maintained during this time. This change order also proposed to introduce Special Provision 000-249 Certificate of Interested Parties (Form 1295) to the contract in accordance with Texas House Bill 1295

Barricades, Signs and Traffic Handling Item Code: 0502-2001 Line # 0946
The above mentioned item will be introduced and paid at the original contract bid unit price to compensate the contractor for the additional 6 months of barricades.

Additional Days: None
Revised Sheets: None

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: _____ **DATE**

TYPED/PRINTED NAME: _____ **DATE**

TYPED/PRINTED TITLE: _____ **DATE**

AREA ENGINEER: _____ **DATE**

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____ **DATE**

DIRECTOR, CONSTRUCTION DIVISION: _____ **DATE**

DEPUTY EXECUTIVE DIRECTOR: _____ **DATE**

FHWA: _____ **DATE**

CONTRACT ID **092102170** **CHANGE ORDER NBR.** **5**

CONTRACT ITEMS

PROJECT NBR **092102307**

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0946	05022001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3,000.00000	0.000	6.000	6.000	$18,000.00
		CO DESCR		ADDITIONAL BARRICADES						

CHANGE ORDER AMOUNT $18,000.00

AI-57703 **Budget and Management** **22. I.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TXDOT Pct 1:
1. Discussion, consideration, and approval of Advance Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation (TXDOT) for Off-System Replacement Project of Charles Green (CR 342) over Irrigation Canal (CSJ: 0921-02-331) with authority for the County Judge to sign all required documentation.
2. Approval to issue check payable to the Texas Department of Transportation Trust Fund in the amount of $750.00 for the County's estimated share of preliminary engineering for the Off-System Replacement Project of Charles Green (CR 342), with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor. (CSJ: 0921-02-331)

BACKGROUND

(2) Original Agreements will need to be signed by County Judge

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1315-431-60-121-233-0-722

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-57713

County responsibility will be as follows:
Preliminary Engineering, Construction, and E&C 0.5%
Other costs not eligible for State/Federal participation 100%

Estimated County participation for project = $2,763.00

Attachments

AFA

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	12/07/2016 04:56 PM
Budget & Management	Veronica Ortiz	12/08/2016 08:42 AM
Ivan Cantu	Ivan Cantu	12/08/2016 04:29 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Merlen P. Munoz		Started On: 12/07/2016 04:26 PM

Final Approval Date: 12/09/2016

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

November 30, 2016

RECEIVED
DEC - 6 2016
COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Advance Funding Agreement (AFA) for Off-System Replacement Project
Charles Green (CR 342) over Irrigation Canal
CSJ: 0921-02-331

Dear Judge Garcia:

As you are aware, the subject bridge project was selected in the 2017 Unified Transportation Program (UTP) under Category 6 – Off-System Structures Replacement and Rehabilitation Projects. In order to move forward, an Advance Funding Agreement (AFA) must be executed between Hidalgo County and TxDOT. Attached for your review and signature are two originals of the Advance Funding Agreement.

The AFA reflects the approved Economically Disadvantaged County Program (EDCP) adjustment to the required local participation for this project. As detailed in the AFA, the County will be responsible for 0.5% of the preliminary engineering, construction and construction engineering and contingencies, as well as 100% of all other costs not eligible for State or Federal participation. Based on a total project estimate of $552,500.00, the County will be responsible for approximately $2,763.00. Of this amount, $750.00 will need to be paid up front prior to performance of any work by the State. The remaining balance of $2,013.00 will not be due until 45 days prior to the letting of this project, which is currently scheduled for June 2017.

Please sign and return both originals, along with the County's resolution authorizing the AFA, to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Please also include a check for $750.00, made payable to the Texas Department of Transportation Trust Fund. Please contact Mr. Bazan or me at 702-6100 if you have any questions regarding this submission.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Hector Gonzalez, Jr., P.E., Pharr Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Monica Perez, P.E., Project Manager

CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **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 the **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 **Charles Green Road (CR 342), 1.35 miles West of FM 88 at Delta Lake Irrigation Canal**, 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 **114670**, dated **August 25**, 2016; 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.

CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **20.205**
Not Research and Development

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:

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". The check or warrant shall be deposited by the State and managed by the State. The funds 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 **five tenths** percent **(0.5%).**

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 shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
Hidalgo County
PO Box 1356
Edinburg, Texas 78540

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be 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 2 CFR 200 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

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

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.

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 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://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.sam.gov/portal/public/SAM/;
2. Obtain and provide to the State 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 five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

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.

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 2 CFR 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government 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/inside-txdot/office/audit/contact.html.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $_____ 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. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- **A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- **B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- **C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- **D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- **E.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- **F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- **G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- **H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- **I.** The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- **J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **20.205**
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

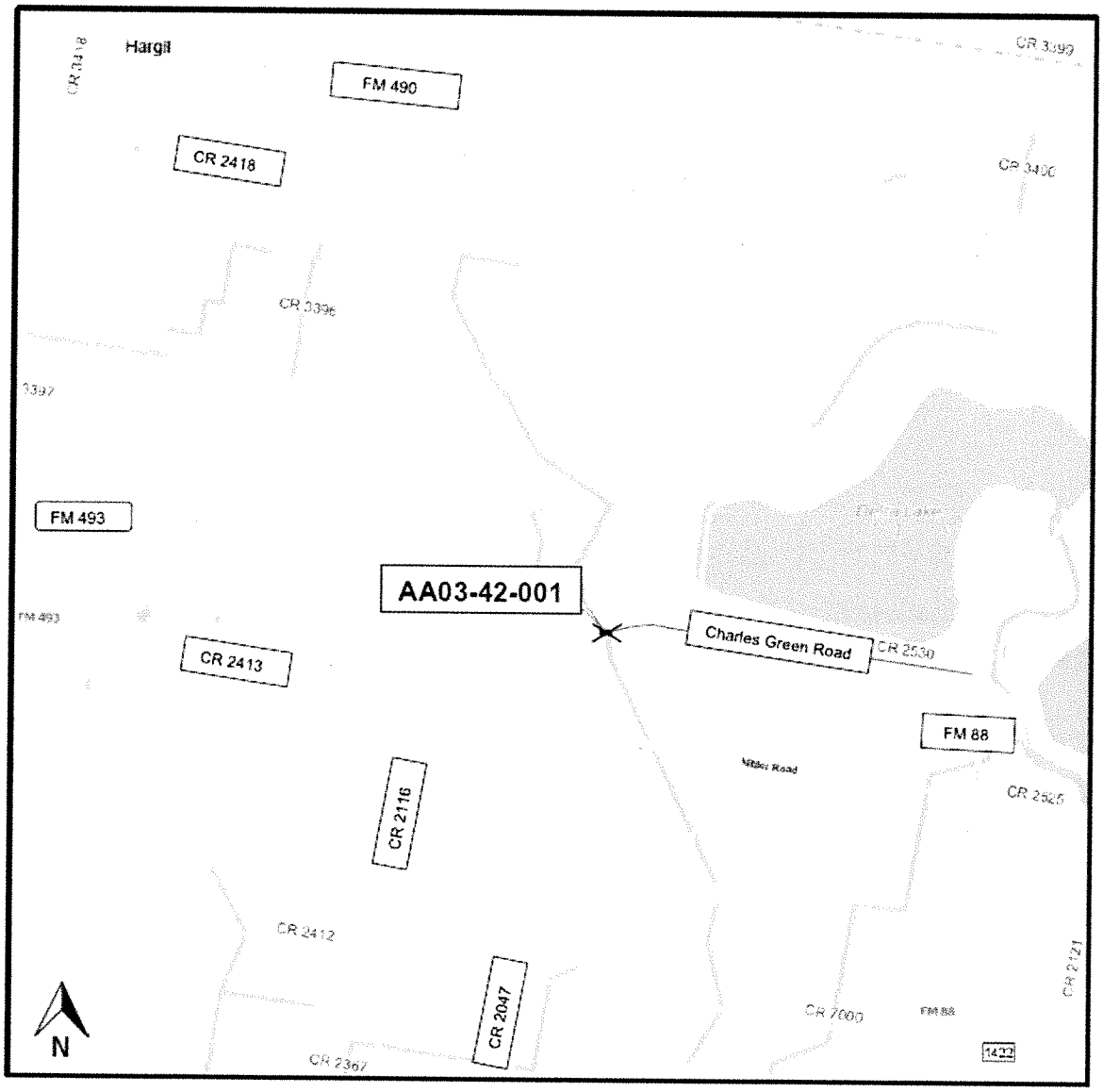
_____
Date

CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **20.205**
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **20.205**
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **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 # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **20.205**
Not Research and Development

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1) $ 150,000	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation **(0.5%)**		(3) $ 750
Construction	$ 350,000	
Engineering and Contingency (E&C)	$ 52,500	
The Sum of Construction and E&C	(2) 402,500	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) $ 2,013
Amount of Advance Funds Paid by Local Government *		(5) $ 0
Amount of Advance Funds to be Paid by Local Government *		(6) $ 2,763
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6)
Total Project Direct Cost	(1+2) $ 552,500	

*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. _____

CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **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 the **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 **Charles Green Road (CR 342), 1.35 miles West of FM 88 at Delta Lake Irrigation Canal**, 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 **114670**, dated **August 25**, 20**16**; 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.

CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **20.205**
Not Research and Development

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:

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". The check or warrant shall be deposited by the State and managed by the State. The funds 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 **five tenths** percent **(0.5%).**

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 shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
Hidalgo County
PO Box 1356
Edinburg, Texas 78540

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be 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 2 CFR 200 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

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

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.

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 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://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.sam.gov/portal/public/SAM/;
2. Obtain and provide to the State 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 five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

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.

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 2 CFR 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government 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/inside-txdot/office/audit/contact.html.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $_____ 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. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- **A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- **B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- **C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- **D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- **E.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- **F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- **G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- **H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- **I.** The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- **J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **20.205**
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

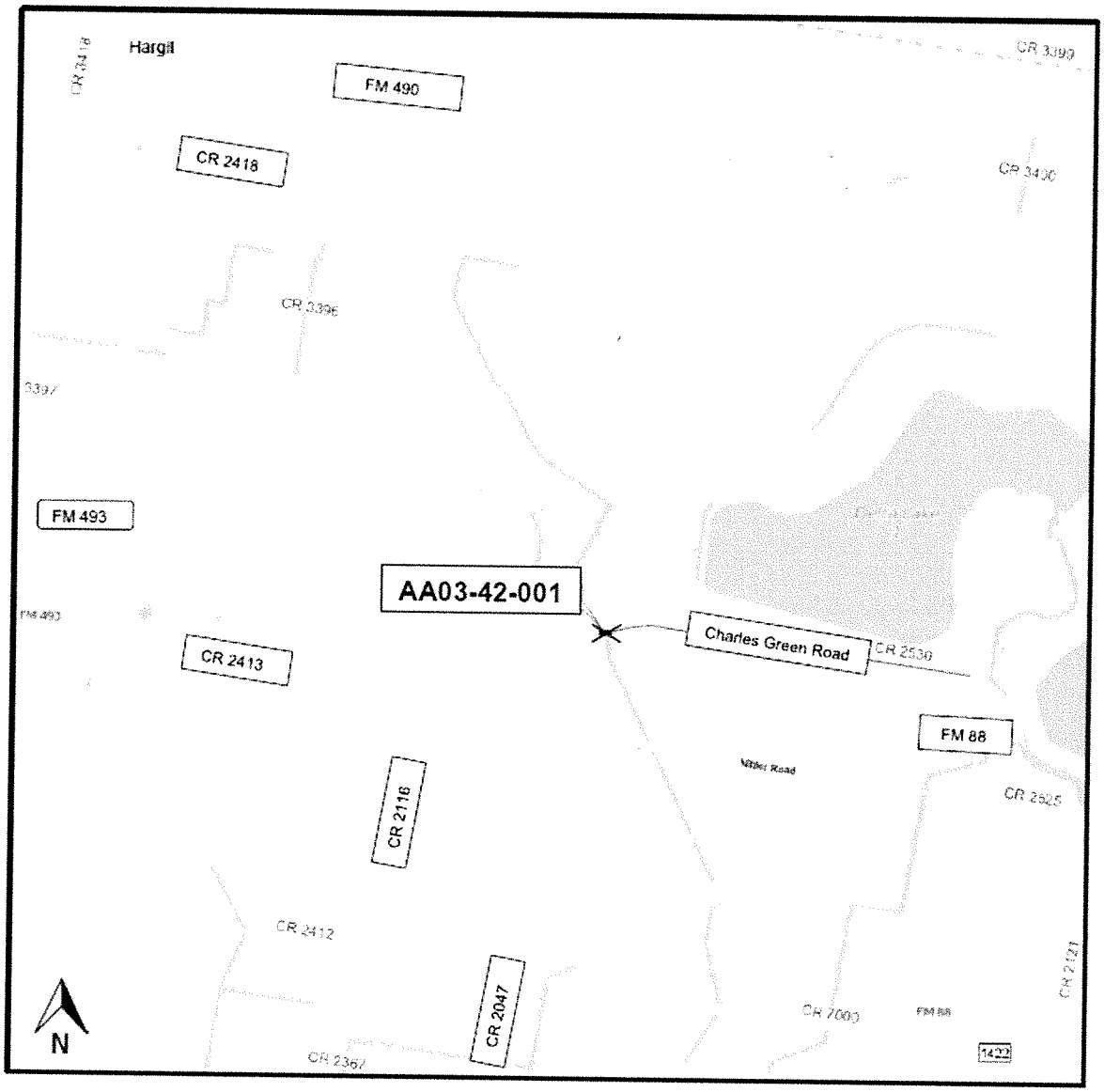
_____
Date

CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **20.205**
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **20.205**
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



CSJ # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **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 # **0921-02-331**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **Charles Green (CR 342), 1.35 miles W of MF 88 at Delta Lake Irrigation Canal**
NBI Structure #**21-109-0-AA03-42-001**
Federal Highway Administration
FDA Title: **Highway Planning and Construction**
CFDA No.: **20.205**
Not Research and Development

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1) $ 150,000	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation **(0.5%)**		(3) $ 750
Construction	$ 350,000	
Engineering and Contingency (E&C)	$ 52,500	
The Sum of Construction and E&C	(2) 402,500	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) $ 2,013
Amount of Advance Funds Paid by Local Government *		(5) $ 0
Amount of Advance Funds to be Paid by Local Government *		(6) $ 2,763
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6)
Total Project Direct Cost	(1+2) $ 552,500	

*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. _____

AI-57742 **Purchasing Department** **23. A. 1.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of the final negotiated agreement #C-16-357-12-13 with Gregorio Pina, Ph.D. for the purpose of: Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies.

BACKGROUND

Document approved as to form by Hon. S. Crain, Atlas/Hall/Rodriguez

---

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Account information to be supplied by user department as needed.

Attachments

Legal Approval
1295 Acknowledged
C-16-357-12-13 - Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/09/2016 02:35 PM
Budget & Management	Veronica Ortiz	12/09/2016 02:52 PM
Glinda Pacheco	Glinda Pacheco	12/09/2016 03:07 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Heidi Ortiz		Started On: 12/08/2016 04:30 PM
Final Approval Date: 12/09/2016		

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: Psychological Evaluation

From : Steve Crain <scrain@atlashall.com> Thu, Dec 08, 2016 04:44 PM

Subject : RE: Psychological Evaluation

To : 'Heidi Garcia Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

Looks good.

From: Heidi Garcia Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Thursday, December 08, 2016 4:31 PM
To: Steve Crain <scrain@atlashall.com>
Subject: RE: Psychological Evaluation

Good afternoon Mr. Crain:

I added the affidavit at the end of the contract. Let me know if you need anything else.

Thank you,

Heidi

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Heidi Garcia Ortiz' <heidi.ortiz@co.hidalgo.tx.us>
Sent: Wed, 07 Dec 2016 17:16:01 -0600 (CST)
Subject: RE: Psychological Evaluation

Where is the no employees affidavit for the workers comp insurance?

From: Heidi Garcia Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Wednesday, December 07, 2016 4:09 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Psychological Evaluation

Good afternoon Mr. Crain:

Attached you will find the contract for Psychological Evaluation Services for all Hidalgo County Law Enforcement Agencies with the revisions you requested.

Thank you,

Heidi

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

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:
2016-122255

Date Filed:
10/10/2016

Date Acknowledged:
10/20/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Gregorio Pina, III, Ph.D.
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.

County of Hidalgo Purchasing Department

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.

RFP No 18-357-10-12-HGO
Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies

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:
2016-122255

Date Filed:
10/10/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Gregorio Pina, III, Ph.D.
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.

County of Hidalgo Purchasing Department

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.

RFP No 18-357-10-12-HGO
Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies

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.

JOSE ANGEL BALDERAS
MY COMMISSION EXPIRES
December 6, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the 11 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
	Jose Angel Balderas	Notary Public

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

C-16-357-12-13

THIS AGREEMENT is made effective the 13th Day of December 2016, by and between **HIDALGO COUNTY ("County")** and **Gregorio Pina, Ph.D.** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the County.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to act as a provider of Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the County.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Contractor agree as follows:

1. Contractor agrees to provide to County and its Clients the services required of a Psychologist for the term herein stated these services, but are not limited to:

   a. Provide to County the services required of a licensed professional psychologist who must be familiar with the duties appropriate to the type of license sought (law enforcement field) ;
   b. Provide Pre-employment screening for prospective Detention Officers;
   c. Provide Pre-employment screening for prospective Law Enforcement Officers;
   d. Provide Pre-employment screening for prospective Communications Officers:
   e. Provide Pre-employment screening for prospective Warrant Officers;
   f. Provide Screenings after weapon discharge incident;
   g. A knowledge of the research literature related to the pre and post-employment psychological screening of detention, communications, warrant and/or patrol officers;
   h. Conduct psychological evaluations of the persons as required by the County;
   i. Interpret the results of any test conducted as stated above and submitting a written report to County Law Enforcement Agency of the results of such test and examinations, as required by Agency;

j. A knowledge of the research literature related to the pre-employment psychological screening of law enforcement, communications, warrant, and/or detention officers;
k. A working knowledge of the Uniform Guidelines on Employee Selection Procedures (1978 or as amended), and associated fair employment issues;
l. A thorough knowledge of the behaviors and characteristics for success as a detention, communications, warrant, and/or law enforcement officer. Contractor shall provide psychological assessment procedures to measure and analyze potential employees' psychological fitness for specified duty;
m. The ability to relate effectively with County's designee. Contractor should function as a team member who works closely with all Hidalgo County Law Enforcement Agencies in the screening process;
n. Serving on call on a daily basis, except when out of town;
o. Contractor represents and warrants that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above;
p. Contractor shall comply with the Texas Administrative Code Chapter 214 Rule 217.1;
q. Contractor shall comply with State Law & Commission Rules, amended, affecting the addition and/or creation of personnel regarding professional psychosocial services;
r. Contractor shall debrief incident of an officer after a catastrophic event or incident for evaluation of psychological and emotional health on as needed basis; and
s. Contractor shall certify to a completed psychological examination of an individual pursuant to professionally recognized standards and methods.

2. Contractor represents he is a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Hidalgo County Purchasing Department of such suspension or revocation. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by Hidalgo County Law Enforcement Agencies.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Hidalgo County Law Enforcement Agency having requested service. Said statement must provide and itemized list of services rendered to Agency during the statement period, based on the following schedule of fees:

Detention Officer Entrance Evaluations	$235.00 per Evaluation
Peace Officer Entrance Evaluations	$235.00 per Evaluation
Communications Officer Entrance Evaluation	$235.00 per Evaluation

Warrant Officer Entrance Evaluation	$235.00 per Evaluation
Weapon Discharge Evaluations	No Charge per Evaluation

Upon receipt of said statement, Agency shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Contractor will comply with Agency's specified accounting, reporting, and auditing requirements. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

4. Contractor must comply with all applicable Law Enforcement Agency and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Contractor agree that County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to Contractor.

6. Contractor 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.

7. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Unless earlier terminated as herein provided, this Contract shall commence on January 3, 2017, and terminate on January 2, 2018. County reserves the right to extend the Contract for a one (1) year term, and this Contract may be extended at the sole discretion of

County for an additional sixty (60) day grace period at the end of the contract term for the unforeseen delay in award of new bid for next contract.

9. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

10. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Contractor fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

11. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

13. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Except as may be otherwise specifically provided in this Contract, 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 Sheriff's Office
P O Box 1228
Edinburg, Texas 78542

Hidalgo County (HIDTA) Task Force
300 S. Closner
Edinburg, Texas 78539

Constable Precinct #1
1902 Joe Stephens Ave., Ste 303
Weslaco, Texas 78596

Constable Precinct #2
300 W. Hall Acres, Ste E
Pharr, Texas 78577

Constable Precinct #3
730 N. Brefogle Rd., Ste B
Mission, Texas 78573

Constable Precinct #4
2814 S. Bus Hwy 281
Edinburg, Texas 78541

Justice of the Peace Pct 1 – Pl 1
1902 Joe Stephens Ave, Ste 301
Weslaco, Texas 78596

Justice of the Peace Pct 1 – Pl 2
1902 Joe Stephens Ave, Ste 302
Weslaco, Texas 78596

Justice of the Peace Pct 2 – Pl 1
300 W. Hall Acres, Ste F
Pharr, Texas 78577

Justice of the Peace Pct 2 – Pl 2
300 W. Hall Acres, Ste D
Pharr, Texas 78577

Justice of the Peace Pct 3 – Pl 1
730 N. Breyfogle Rd., Ste C
Mission, Texas 78574

Justice of the Peace Pct 3 – Pl 2
730 N. Breyfogle Rd., Ste A
Mission, Texas 78574

Justice of the Peace Pct 4 – Pl 1
212 N. 12th Ave.
Edinburg, Texas 78539

Justice of the Peace Pct 4 – Pl 1
222 N. 12th Ave.
Edinburg, Texas 78539

If to Contractor:

Gregorio Pina III, PhD
1200 S 2nd, Suite B9
McAllen, Texas 78501

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.

15. 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 Contract.

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

17. All pronouns used in this Contract 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

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

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO

By: _____

Ramon Garcia, Hidalgo County Judge

CONTRACTOR:

By: _____

Gregorio Pina, III, PhD

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved By Commissioners Court On: _____

Approved as to form:

Atlas & Hall L.L.P.

By: _____

Stephen L. Crain

Exhibit "A"
Request
For
Proposal
(RFP)
Procurement
Packet

PURCHASING DEPARTMENT
County Of Hidalgo

September 26, 2016

_____

_____

_____

_____

RE: Hidalgo County
Request for Proposals
Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies
RFP № 16-357-10-12-HGO

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo

Enclosures

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"

RFP № 16-357-10-12-HGO

1. Request for Proposals Letter, consisting of 1 page.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements/Scope of Services, consisting of 6 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 1 page.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 3 pages.
7. Exhibit "E", Proposer Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in the Request for Proposals (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./E- Mail.

Thank you,

Martha L. Salazar, CPPB, Purchasing Agent

September 26, 2016
Date

RFP NO: 16-357-10-12-HGO	BUYER: Heidi García Ortiz	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"

(As Needed Basis)

Contact Person:
Heidi Garcia Ortiz

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 16-357-10-12-HGO**

1. Sealed proposals will be received for Hidalgo County for: **"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES" (as needed basis)** 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) copies 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: 16-357-10-12-HGO-" PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"** 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, October 12, 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 THE FOLLOWING REFERENCE: RFP NO: 16-357-10-12-HGO – "PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES".

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to heidi.ortiz@co.hidalgo.tx.us BY NO LATER THAN Wednesday, OCTOBER 5, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, OCTOBER 7, 2016. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to 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. 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, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (If any)
  d) Notation – **"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES" (as needed basis)**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  f) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
2808 S. Business Hwy 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**October 12, 2016**
Project/Anticipated Award Date	**_____, 2016**
Commence Work or Deliver Products	**_____, 2016**

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 sub-contract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer falls 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.

Completed CIQ must be submitted 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 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 No. (i.e. 2016-357), 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: heidi.ortiz@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 proposers' 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*) days 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 proposers' 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 (*2*) 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.

Request for Proposal
Hidalgo County
"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"
(as needed basis)

RFP NO: 16-357-10-12-HGO

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,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"

(as needed basis)

Exhibit "A"

RFP NO: 16-357-10-12-HGO

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies" (as needed basis) in order to enter into contract(s) for the service. The scope of the work/services will encompass all aspects of Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies". Requests for Proposals will be accepted until **9:30 A.M., Wednesday, October 12, 2016.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 16-357-10-12-HGO

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County requires that all request for proposals are routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED ONLY UNTIL Wednesday, October 5, 2016 at 5:00 PM via facsimile at (956) 292-7612 or email to heidi.ortiz@co.hidalgo.tx.us. Responses will be sent to all applicants by Friday, October 7, 2016. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor who is considering doing business with Hidalgo County ("the County") 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 the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void. All Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

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 No. (i.e. 2016-357), 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: heidi.ortiz@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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

PROPOSER'S AFFIDAVIT:
Prior to award of contract, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certifying that the submission is not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (*30*) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
When hand delivering proposals, submitters need to make certain that proposal is stamped with date and time received by County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter MAY NOT sub-contract the award without the written consent of the Board of Judges of Hidalgo County.

TERM OF CONTRACT:
It is intended that the initial contract term will be for one (*1*) year with County's option to renew/extend for an additional one (*1*) year term, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (*60*) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (*1*) original and seven (*7*) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Include a complete, detailed method of screening in the area of Pre and Post employment

for all law enforcement personnel. Briefly explain how long you have been organized and your business objectives. Include the length of time you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Hidalgo County is soliciting to contract with qualified Licensed Psychologist(s). The person(s) directly performing the evaluation services is required to be a licensed psychologist(s) in the State of Texas and shall have training and experience in psychological test interpretation and law enforcement. Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

APPROACH:
A description of the proposed approach to the project including at least the following elements should be submitted.

- A list of tests proposed including a description of the tests and the purpose of each
- The grading significance for the specified job.
- Interviewing overview.
- Complete outline on the reporting methods to be used.
- How far in advance the testing must be scheduled.
- Give a minimum and maximum number to be tested at one time.
- How and where the tests would be administered and the interviews given.
- How soon the results would be available.
- Provide a timeline for the procedures and fully explain the entire process.
- If you render other services that would facilitate this evaluation process, explain.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Employee Related Evaluation Services" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Hidalgo County is soliciting to contract with psychologist(s) who are qualified to provide services and expertise in the service of Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies on an "as needed" basis and meet the following specifications/requirements:

Provide to requesting department the services required of a licensed professional psychologist. These services include but are not limited to:

1. **Pre-employment screening for prospective law enforcement personnel in any/all law enforcement capacity;**
2. **Screenings after weapon discharge;**
3. **A knowledge of the research literature related to the pre-employment and post-employment psychological screening of law enforcement personnel in any/all law enforcement capacity;**
4. **Conducting psychological evaluations of law enforcement personnel as required by the requesting Department;**

5. Interpreting the results of any/all tests conducted as stated above and submitting a written report of the results of such tests and examinations, as required by requesting law enforcement agency;
6. A working knowledge of the Uniform Guidelines on Employee Selection Procedures (1978 or as amended), and associated fair employment issues.
7. A thorough knowledge of the behaviors and characteristics for success in law enforcement and must provide psychological assessment procedures to measure and analyze potential employees' psychological fitness for specified duty.
8. The ability to relate effectively with County's designee. Offeror should function as a team member who works closely with all Hidalgo County Law Enforcement Agencies in the screening process.
9. Serving on general call on a daily basis, except when out of town.
10. Proposer represents that it employs a licensed professional psychologist by the State of Texas and is qualified to perform and execute the services provided above.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per type of psychological evaluation. Cost(s) to include all typed and signed documentation/reports to the Hidalgo County Law Enforcement Agency requesting evaluation. The County will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a *100* point scoring system. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioners' Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.
Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners' Court) will review, score and evaluate the RFPs received in response to this "Request for Proposals".

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present a grid to Hidalgo County Commissioners' Court for the purposes of ranking.

Proposals will be graded on a *100*-point system with emphasis on ability to service Hidalgo County Law Enforcement Agencies.

1. LICENSED PSYCHOLOGIST(S): (*30* Points)
The Licensed Psychologist(s) should provide information related to its Qualifications. The Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. The Licensed Psychologist must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(*20* Points)**
The Licensed Psychologist(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the Licensed Psychologist by Hidalgo County Law Enforcement Agencies. If the Psychologist currently has an active practice, the Psychologist must state in detail how services and requirements will be rendered as detailed for the "Request for Proposal". Psychologist(s) should include any local issues or concerns that directly affect the Psychologist(s) understanding of the project.

3. **COST:** **(*20* Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(*30* Points)**
The Licensed Psychologist(s) should provide as much background information as to his/her experiences in providing similar Psychological Evaluation Services.

NEGOTIATION PROCESS:
The number one ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to pen negotiations. Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of County Law Enforcement Agencies for - Psychological Evaluation Services for All Hidalgo County Law Enforcement Personnel. Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

Any Contract awarded 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*) days written notice prior to cancellation.

RFP SUBMITTED TO: One (1) original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFPs must be submitted by no later than 9:30 a.m. on Wednesday, October 12, 2016. All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

"Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies"
"POOL FOR LICENSED PSYCHOLOGIST(S)"
RFP NO: 16-357-10-12-HGO
RFP EVALUATION FORM

Exhibit "B"

Selection Criteria	Points	Score

1. LICENSED PSYCHOLOGIST(S):
The "Licensed Psychologist(s) should provide information related to its qualifications, experience. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response

30 Points _____

Comments/Rationale For Points:_____

2. UNDERSTANDING THE SERVICES/METHODOLOGY:
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by "Hidalgo County Law Enforcement Agencies. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

20 Points _____

Comments/Rationale For Points:_____

3. COST:
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements

20 Points _____

Comments/Rationale For Points:_____

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"
The "Licensed Psychologist(s)" should provide as much background information as to its experiences in providing similar Psychological Evaluation Services.

30 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT PROT OWNER'S PROTECTIVE LIABILITY GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ

Conflict of Interest Questionnaire

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-CONFLICT OF INTEREST, 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 any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires: _____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
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.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ▪ Yes ▪ No

If yes, by whom?: ▪ Texas Building & Procurement Commission ▪ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ▪ Yes ▪ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Exempt payee

☐ Other (see instructions) ▶

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | Signature of U.S. person ▶ | Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Exhibit "B"

Best & Final Offer

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: Gregorio I Pina, III, PhD

From: Heidi Ortiz, Buyer III

Date: November 28, 2016

Re: Negotiation for -"Hidalgo County Law Enforcement Agencies-Psychological Evaluations Services" RFP 2016-357-10-12-HGO

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, November 22, 2016 please be advised that you have been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the above mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 11:00 a.m. on Tuesday, November 29, 2016.

Best and final offer of the proposed contract rate of $ Two Hundred Thirty Five Dollars for Each Psych Eval - 23 for Detention Officers, Telecommunications Officers & Police Officers No Changes Depositions & Court Testimony

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to: heidi.ortiz@co.hidalgo.tx.us.

Signed: Gregorio Pina, III, PhD **Title:** Psychologist - Specializing in Law Enforcement Psychologists

Printed Name: GREGORIO PINA, III, Ph.D

Exhibit "C"

Certificate
Of
Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/29/2016

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: Trust Risk Management Services, Inc	
Trust Risk Management Services, Inc. doing business in TX as Potomac Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	PHONE (A/C, No, Ext): 877.637.9700	FAX (A/C, No): 877.251.5111
	EMAIL ADDRESS: Info@trustrms.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
INSURED Gregorio Pina 1200 S Col Rowe Blvd Ste B9 McAllen, TX 78501 2954	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N	N/A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L.EACH ACCIDENT	$
							E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Psychologist's Professional Liability Retroactive Date: 07/17/1987	Y		58G22494077	09/01/2016	09/01/2017	Each Incident Annual Aggregate	$1,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

CERTIFICATE HOLDER	CANCELLATION
Additional Insured HIDALGO COUNTY PO Box 970 Edinburg, TX, 78540	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

©1988-2014 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2016

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 9567029002 956-702-9344 ACCESS INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539	CONTACT NAME: RINA R CASAS PHONE (A/C, No, Ext): 9567029002 FAX (A/C, No): 956-702-9344 E-MAIL ADDRESS: AINSURANCE1@RGV.RR.COM
INSURED GREGORIO I PINA III 1200 S 2ND ST, SUITE B-9 MCALLEN, TX 78501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: PROGRESSIVE COUNTY MUTUAL — 29203 INSURER B: ESSEX INSURANCE COMPANY 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	
B	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✓		MLPWA	11/20/2016	11/20/2017	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 $ $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	✓		02763633-0	11/05/2016	11/05/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A 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)

Liability to others Bodily Injury and Property Damage Liability: $500,000 Combined Single Limits (CSL)
Uninsured/Underinsured Motorist: $500,000 Combined Single Limits with Uninsured Motorist Property Damage included in CSL
Personal Injury Protection; $10,000
Comprehensive and Collision Deductibles at $499

1997 Nissan Pickup VIN# 1N6SD11S1VC308316

CERTIFICATE HOLDER

ADDITIONAL INSURED:
HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539
ATTN: HEIDI 956-318-2626; FAX 956-318-2629
heidi.ortiz@co.hidalgo.tx.us

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

Affidavit of Sole Proprietor

Date: December 13, 2016

Affiant: Dr. Gregorio Piña III

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Gregorio Pina III states he is a sole proprietor doing business as Gregorio Piña III with Hidalgo County under Contract # C-16-357-12-13 dated December 13, 2016. Affiant will provide Evaluation Services for all Hidalgo County Law Enforcement Agencies which will be approved upon receipt by the Hidalgo County Purchasing Department.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the contract.

Further Affiant sayeth not.

Printed Name of Affiant: Gregorio Pina, III, Ph.D.

SWORN AND SUBSCRIBED TO under oath before me on December 6, 2016

Notary Public, State of Texas

JOSE ANGEL BALDERAS
MY COMMISSION EXPIRES
December 6, 2017

AI-57409 **Purchasing Department** **23. A. 2.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: "Hidalgo County Pool of Professional Services" for the following;

A. Architectural Services RFQ-2017-005-02-01-YZV
B. Engineers Services - RFQ-2017-006-02-01-YSI
C. Eng. Serv. Geo-technical & Construction Material Testing - RFQ-2017-007-02-01-SMA
D. Construction Managements Services-RFQ-2017-008-02-01-HGO
E. Appraisal and/or Review Services-RFQ-2017-009-02-01-SGS
F. Surveying Services RFQ-2017-010-02-01-TDL

for selection on an "as needed basis" [through a grading/scoring, ranking, negotiation protocol as established by CC] per project by Hidalgo County Commissioners' Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective March 16, 2017 through March 15, 2018.

BACKGROUND

This is a County Wide project and funding would need to be available and budgeted by user department(s). Pool of Professional Services will include all funding sources (i.e., R&B, CIP, CAP, General Fund, All Grants, etc.)from all County Departments, Programs and Entities.

PROPOSED SCHEDULE OF EVENTS:

1st Advertisement: January 14, 2017
2nd Advertisement: January 21, 2017

Acceptance Date: February 01, 2017

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Each engagement of a professional service provider would require funding. Immediate fiscal impact is for the advertising expense.

Attachments

RFQ-2017-005-Architectural Serv Pool
17.006 engineers rfq pools
17.007 Material & Geo Technical Testing rfq pool
Construction Mgmt Svs Pool
17.009 appraisal & reviewer rfq pool
RFQ 2017-010-02-01-SURVEYING

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2016 10:20 AM
Budget & Management	Veronica Ortiz	12/08/2016 10:31 AM
Glinda Pacheco	Glinda Pacheco	12/08/2016 01:28 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Yolanda Velasquez Started On: 11/17/2016 09:25 AM
Final Approval Date: 12/09/2016

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626 / Fax 956-318-2629

January 16, 2017

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Annual Pool Services"**
(Including all funding sources, programs, and entities)
RFQ No: 2017-005-02-01-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualfications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at 956-318-2626 ext. 4881.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626 / Fax: 956-318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Architectural Annual Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2017-005-02-01-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	7
4.	Attachment B –Procurement Form –Areas of Specialization	1
5.	Exhibit B, Evaluation Criteria	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	3
8.	Exhibit E, Vendor/Bidder Application-W-9 Form(s)	6
9.	Exhibit F, Certification Regarding Debarment	1
10.	Exhibit G, Title VI Appendices "A" thru "E"	6
11.	Exhibit H, Proposer's Affidavit	1
12.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 16, 2017
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Architectural Annual Services Pool"

RFQ NO: 2017-005-02-01-YZV

Acceptance Due Date: **February 01, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:
Yolanda Velasquez, Buyer III
(956) 318-2626 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

Form HCPD-04

1. Sealed qualifications will be received for **"Hidalgo County (Including all funding sources, programs, and entities) Professional Architectural Annual Services Pool",** *in* accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and **eight (8) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ: 2017-005-02-01-YZV Hidalgo County (Including all funding sources, programs, and entities) Professional Architectural Annual Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, February 01, 2017.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your RFQ:

   1. **Legal Notice (See page10);**
   2. **Bid Page – Procurement Form – Areas of Specialization (See Exhibit "B");**
   3. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   4. **Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");**
   5. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   6. **Certification Regarding Debarment (See Exhibit "F"); and**
   7. **SAMS.gov Registration Acknowledgement (See Number 17 below).**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)

d) Notation- **"Hidalgo County (Including all funding sources, programs, and entities) RFQ: 2017-005-02-01-YZV-HIDALGO COUNTY (Including all funding sources, programs, and entities) "PROFESSIONAL ARCHITECTURAL ANNUAL SERVICES POOL",**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 01, 2017**
Award of Contract:	2017
Commence Work or Deliver Products:	2017

16. HIDALGO COUNTY HOLIDAYS:

2017 YEAR	
New Year's Day	**01/02/17**
Martin Luther King Day	**01/16/17**
President's Day	**02/20/17**
Good Friday	**04/14/17**
Memorial Day	**05/29/17**
Independence Day	**07/04/17**
Labor Day	**09/04/17**
Columbus Day	**10/09/17**
Veteran's Day	**11/10/17**
Thanksgiving Day	**11/23/17-11/24/17**
Christmas Day	**12/25/17-12/26/17**
New Year's Eve	**01/01/18**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. 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 qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all
bidders that it will affirmatively ensure that any contract entered SGSo pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

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 qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. 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 RFQ 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 RFQ No. 2017-005, 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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT 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 qualification awarded, the successful respondents' 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. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as

required by Federal or State law. Successful respondents' 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 Countys' civil service system.

26. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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. County reserves the right to terminate contract immediately in the event of breach or default by successful respondent, or in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

29. Successful respondent 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 Qualifications shall be subject to Countys' approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' 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 respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
For
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"PROFESSIONAL ARCHITECTURAL ANNUAL SERVICES POOL"
RFQ NO: 2017-005-02-01-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL ANNUAL SERVICES POOL

RFQ No.: 2017-005-02-01-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period starting **March 16, 2017 and ending March 15, 2018**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Architectural Annual Pool Services"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Day, February 01, 2017. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed and clearly marked and/or labeled with the Company's name, 2017-005-02-01-YZV (RFQ Number), Professional Architectural Annual Services Pool", and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably

necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT: Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Monday, January 23, 2017 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 25, 2017. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL: The pool term is for a period beginning **March 16, 2017 and ending March 15, 2018**, or upon completion of project(s) unless project specific for more than this time period.

DAVIS BACON ACT: All selected and awarded firms are required to include to the Davis-Bacon Act when advertising and developing project specifications when applicable.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ. The participating firm(s) may include copies of their current Professional Liability Insurance (refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the respondent'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 architectural firm(s) that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client 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.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any current AMERICAN INSTITUTE OF ARCHITECTS, licenses. The architectural firm(s) should include copies of their current Professional Liability Insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, Statements of Qualifications should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS: The evaluation system consists of a 100-point system.

1. Professional Qualifications of Team (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Résumés' of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

3. Experience/Availability of Project Manager (20)

The Project Manager must be a certified A.I.A. Architect have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

The criteria for qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official, or User Department, in need of Professional Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose **of ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm.

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

ATTACHMENT "B"
PROCUREMENT FORM-AREAS OF SPECIALIZATION
HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL ANNUAL POOL SERVICES
RFQ NO: 2017-005-02-01-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Architect's Registration No.:	_____

Area of Specialization:

	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES ANNUAL POOL
RFQ No. 2017-005-02-01-YZV

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) certified A.I.A. Architect with educational background or strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc.	3	
➢ One (1) certified A.I.A Architect with educational background and strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc. who has designed and constructed at least two (2) projects in the area.	7	
Comments/Rationale For Points:		TOTAL _____
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One (1) technical staff member with five (5) years experience	3	
➢ One (1) technical staff member with ten (10) years experience	7	
Comments/Rationale For Points:		TOTAL _____
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be a certified A.I.A. with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager with two (2) types of projects plus be 50 % involvement with technical development of project	3	
➢ Project Manager with five (5) types of projects plus be 85-100 % involvement with technical development of project	7	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Project Name:_____ Department:_____

Firm/Participant Name:_____

Evaluator's Signature/Name:_____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) 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 LIABILIT**				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 award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor 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-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ARCHITECTURAL POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South 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:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

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. 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) 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 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 Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL ANNUAL SERVICES POOL

RFQ No.: 2017-005-02-01-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" Procurement Form–Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt (if applicable)

_____ Exhibit "E" –Vendor/Bidder Application & W-9 Forms

_____ Exhibit "F" – Certification Regarding Debarment

_____ Exhibit "H" – Proposer's Affidavit

_____ SAM.gov Registration – Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies, and Eight (8) CD's containing a complete copy of Response.

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

January 16, 2017

_____
Participant's/Firm's Name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY** (all funding sources, programs & entities)
Request for Qualifications - **"Professional Engineering Services Pool"**
RFQ Bid No: 2017-006-02-01-YSS

Dear Gentleman/Ladies:

Enclosed, please find the Request for Qualifications (RFQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626 x 4874.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR QUALIFICATIONS (RFQ)
HIDALGO COUNTY

(all funding sources, programs & entities)

"Professional Engineering Services Pool"

RFQ NO: 2017-006-02-01-YSS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	10
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B	1
6.	Exhibit C, Insurance Requirements/Insurance & Project Acknowledgment forms	4
7.	Exhibit D, (CIQ) Conflict of Interest Questionnaire	2
8.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
9.	Exhibit F, Certification Regarding Debarment	1
10.	Exhibit G, Title VI Appendices "A" through "E"	6
11.	Exhibit H, Proposers Affidavit	1
11.	RFQ Submittal Checklist	1

The above mentioned items shall be found in this Request for Qualifications-RFQ packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the 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 — 01-17-16 Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2017-006-02-01-YSS

Acceptance Due Date: **February 01, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:
Yvette Salinas, Buyer III
(956) 318-2626 Ext. 4874
yvette.salinas@co.hidalgo.tx.us

1. Sealed qualifications will be received for **"Hidalgo County (Including all funding sources, programs, and entities) Professional Engineering Services Pool"** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and **eight (8) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ 2017-006-02-01-YSS Hidalgo County** (Including all funding sources, programs, and entities) **Professional Engineering Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281- Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 01, 2017.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your RFQ:

   1. **Legal Notice (See page 10);**
   2. **Bid Page – Procurement Form – Areas of Specialization (See Exhibit "B");**
   3. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   4. **Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");**
   5. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   6. **Certification Regarding Debarment (See Exhibit "F"); and**
   7. **SAMS.gov Registration Acknowledgement (See Number 17 below).**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule

shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. <u>DELIVERY INSTRUCTIONS:</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

14. <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **"Hidalgo County (Including all funding sources, programs, and entities) RFQ: 207-006-02-01-YSS-Hidalgo County (**Including all funding sources, programs, and entities) **"Professional Engineering Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 01, 2017**
Award of Contract:	2017
Commence Work or Deliver Products:	2017

16. HIDALGO COUNTY HOLIDAYS:

2017 YEAR	
New Year's Day	**01/02/17**
Martin Luther King Day	**01/16/17**
President's Day	**02/20/17**
Good Friday	**04/14/17**
Memorial Day	**05/29/17**
Independence Day	**07/04/17**
Labor Day	**09/04/17**
Columbus Day	**10/09/17**
Veteran's Day	**11/10/17**
Thanksgiving Day	**11/23/17-11/24/17**
Christmas Day	**12/25/17-12/26/17**
New Year's Eve	**01/01/18**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. 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 qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

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 qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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-1, 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. 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 RFQ 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 RFQ No. 2017-006, 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 yvette.salinas@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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT 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 qualification awarded, the successful respondents' 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. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a

qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' 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 Countys' civil service system.

26. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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. County reserves the right to terminate contract immediately in the event of breach or default by successful respondent, or in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

29. Successful respondent 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 Qualifications shall be subject to Countys' approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' 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 respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
For
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services Pool"
RFQ NO: 2016-006-02-01-YSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2017-006-02-01-YSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2017 and ending March 15, 2018**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, FEBRUARY 01, 2017. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in

the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 23, 2017** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 25, 2017 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

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.

SCOPE OF SERVICES:

The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance

- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III–SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:
   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   - Response is Clear;
   - Response is Well Organized;
   - Easy to Evaluate;
   - Appropriate to this RFQ

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess

sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2017-006-02-01-YSS

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL _____
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL _____
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Firm/Participant's Name:_____

Evaluator: _____Department: _____

Project Name:_____Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2017-006-02-01-YSS

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

EXHIBIT "F"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ENGINEERING SERVICES POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

"Professional Engineering Services Pool"

RFQ No.: 2017-006-02-01-YSS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 10 of Legal Notice

_____ Exhibit "C" – Insurance & Project Acknowledgement forms

_____ Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Attachment B

_____ Exhibit "E" - Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" - Certification Regarding Debarment

_____ Exhibit "H" - Proposer's Affidavit

_____ SAMS.gov Registration - Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) and 8 CD's in PDF format (see number 2 of Legal Notice).

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

January 16, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Qualifications - "***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ Bid No: 2017-007-02-01-FAZ

Dear Gentleman/Ladies:

Enclosed, please find the Request for Qualifications (RFQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626 x 4854.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz
Enclosures

DRAFT

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR QUALIFICATIONS (RFQ)
HIDALGO COUNTY
"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ No: 2017-007-02-01-FAZ

ITEM	DESCRIPTION	No. OF PAGES
1.	Request For Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	10
3.	Exhibit A, Requirements / Attachment "A"	12
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements/Insurance & Project Acknowledgment forms	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire	2
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	Exhibit H, Proposers Affidavit	1
11.	RFQ Submittal Checklist	1

The above mentioned items shall be found in this Request for Qualifications-RFQ packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the 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 Date

DRAFT

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2017-007-02-01-FAZ

Acceptance Due Date: **February 01, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT

Project Buyer Contact Information:

Matilde "Maty" Faz, Buyer II (956) 318-2626 Ext. 4854
matilde.faz@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**Hidalgo County (Including all funding sources, programs, and entities) "*Professional Engineering Services-Construction Materials & Geo Technical Testing Pool*",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and **eight (8) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ: 2017-007-02-01-FAZ Hidalgo County (Including all funding sources, programs, and entities) *"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"*,** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281- Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 01, 2017.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your RFQ:

   1. **Legal Notice (See page 10);**
   2. **Bid Page – Procurement Form – Areas of Specialization (See Exhibit "B");**
   3. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   4. **Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");**
   5. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   6. **Certification Regarding Debarment (See Exhibit "F"); and**
   7. **SAMS.gov Registration Acknowledgement (See Number 17 below).**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**
    - Invoices must include:
        a) Name and address of successful respondent
        b) Name and address of receiving department or official
        c) Purchase Order Number and Contract number (if any)

DRAFT

d) Notation- **"Hidalgo County (Including all funding sources, programs, and entities) RFQ: 207-007-02-01-FAZ- Hidalgo County (Including all funding sources, programs, and entities) *"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"*,**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 01, 2017**
Award of Contract:	2017
Commence Work or Deliver Products:	2017

16. HIDALGO COUNTY HOLIDAYS:

2017 YEAR	
New Year's Day	**01/02/17**
Martin Luther King Day	**01/16/17**
President's Day	**02/20/17**
Good Friday	**04/14/17**
Memorial Day	**05/29/17**
Independence Day	**07/04/17**
Labor Day	**09/04/17**
Columbus Day	**10/09/17**
Veteran's Day	**11/10/17**
Thanksgiving Day	**11/23/17-11/24/17**
Christmas Day	**12/25/17-12/26/17**
New Year's Eve	**01/01/18**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.
- 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 qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all
bidders that it will affirmatively ensure that any contract entered SGSo pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

DRAFT

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 qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

DRAFT

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-1, 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. 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 RFQ 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 RFQ No. 2017-007, 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 matilde.faz@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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT 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 qualification awarded, the successful respondents' 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. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' 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 Countys' civil service system.

26. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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. County reserves the right to terminate contract immediately in the event of breach or default by successful respondent, or in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

DRAFT

29. Successful respondent 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 Qualifications shall be subject to Countys' approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' 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 respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as none conforming.

DRAFT

Request for Qualifications
For
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ No: 2017-007-02-01-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal / Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT "A"
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ No: 2017-007-02-01-FAZ

DRAFT

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **March 16, 2017 and ending March 15, 2018**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ No: 2017-007-02-01-FAZ** "Request For Qualifications" as specified herein. Statement of Qualifications will be accepted until **9:30 A.M., Wednesday, February 01, 2017. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, three (3) copies, and eight (8) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statement of qualification responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. 2017-007-02-01-FAZ, "Professional Engineering Services – Geo-Technical & Construction Materials Testing", Opening Date of February 01, 2017 and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 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 that 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 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.

Completed Form CIQ must be submitted 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "H") 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 the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify, in writing, the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department via **facsimile to (956) 292-7612** or via **e-mail to matilde.faz@co.hidalgo.tx.us BY NO LATER THAN Monday, January 23, 2017 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 25, 2017. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):
All selected and awarded firms are required, if applicable, to adhere to the Davis-Bacon Act.

DRAFT

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will/may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the projects needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in an appendix.** For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

DRAFT

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction material testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to provide Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

DRAFT

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM:**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plan for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY:**
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

DRAFT

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications

The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications

The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications

The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications

Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

DRAFT

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

DRAFT

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ No: 2017-007-02-01-FAZ

***This form is merely to be used as a guide for the used post ranking by commissioners' court only** Refer back to requirements page 8, negotiations process*

No.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
No.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ No: 2017-007-02-01-FAZ

27	Laptop Computer Rental (w/ Printer)	$ /Mo.
28	Concrete Beam Breaker	$ /Day
29	Concrete Beam Breaker	$ /Wk
30	Concrete Beam Breaker	$ /Mo.
31	Vacuum Extractor	$ /Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + %
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	SOILS SECTION	
Tex-100-E	Surveying and Sampling Soils for Highways	$ Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$ Ea
Tex-104-E	Determination of Liquid Limit of Soils	$ Ea
Tex-105-E	Determination of Plastic Limit of Soils	$ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$ Ea
Tex-108-E	Determination of Specific Gravity of Soils	$ Ea
Tex-110-E	Part I Sieves thru 40	$ Ea
	Part II Sieves thru 200	$ Ea
	Additional Sieves	$ Ea
Tex-111-E	Minus 200 Sieve Analysis	$ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$ Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$ Ea
	Disturbed Soils and Base Materials (Part II)	$ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$ Ea
Tex-128-E	Determination of Soil pH	$ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$ Ea
	HOT MIX SECTION	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$ Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$ Ea
Tex-203-F	Sand Equivalent Test	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ No: 2017-007-02-01-FAZ

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$	Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST	
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$	Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$	Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$	Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$	Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$	Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$	Ea
	Test for Coarse Aggregate	$	Ea
Tex-224-F	Determination of Falkiness index	$	Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$	Ea
	CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$	Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$	Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$	Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$	Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$	Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$	Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$	Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$	Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$	Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$	Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C	
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C	
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$	Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$	Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$	Ea
Tex-460-A	Determination of Crushed Face Particle Count	$	Ea

CANCELLED

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ No: 2017-007-02-01-FAZ

TEX METHOD	TEST DESCRIPTION	UNIT COST
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ No: 2017-007-02-01-FAZ

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc...

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

DRAFT

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ No: 2017-007-02-01-FAZ

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project Name: _____

Department: _____

Firm/Participant: Name: _____

Evaluator: _____ Date: _____

DRAFT

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED [illegible] (Any one person)	$
					PER [illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	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 LIABILIT[illegible]**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> 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

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.**

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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

EXHIBIT "H"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires: _____, 20_____.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ No.: 2017-007-02-01-FAZ

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 10 of Legal Notice

_____ Exhibit "C" – Insurance & Project Acknowledgement forms

_____ Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" - Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" - Certification Regarding Debarment

_____ Exhibit "H" - Proposer's Affidavit

_____ SAMS.gov Registration - Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) and 8 CD's in PDF format (see number 2 of Legal Notice).

DRAFT

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Construction Management Services"
(Including all funding sources, programs, and entities)

RFQ No: 2017-008-02-01-HGO

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	10
3.	Exhibit A, Requirements	13
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D1, CIQ Conflict of Interest Questionnaire	3
7.	Exhibit D2, CIS –Conflict Disclosure Statement	3
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, or by U.S. Mail, or e-mail.

PURCHASING DEPARTMENT
County Of Hidalgo

January 16, 2017

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Construction Management Services Annual Pool -Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2017-008-02-01-HGO

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration, as packets have been modified at the commence of 2016.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ 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/hgo

Enclosures

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Construction Management Services Annual Pool"

RFQ NO: 2017-008-02-01-HGO

Acceptance Due Date: **February 1, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Heidi Garcia Ortiz, Buyer III
(956) 318-2626 Ext. 4877
heidi.ortiz@co.hidalgo.tx.us

1. Sealed qualifications will be received for **"Hidalgo County (Including all funding sources, programs, and entities) Construction Management Services Annual Pool"**, *in* accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). A Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (*1*) original, three (*3*) copies of all qualifications and eight (*8*) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, RFQ: **2017-008-02-01-HGO Hidalgo County (Including all funding sources, programs, and entities) Construction Management Services Annual Pool"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 1, 2017.

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your RFQ:

   1. **Legal Notice (See page10);**
   2. **Bid Page – Procurement Form – Areas of Specialization (See Exhibit "B");**
   3. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   4. **Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");**
   5. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   6. **Certification Regarding Debarment (See Exhibit "F"); and**
   7. **SAMS.gov Registration Acknowledgement (See Number 17 below).**

3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best-evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount

of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalog numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (*90*) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:
    - Invoices must include:
        a) Name and address of successful respondent
        b) Name and address of receiving department or official
        c) Purchase Order Number and Contract number (if any)
        d) Notation- "Hidalgo County (Including all funding sources, programs, and entities) **RFQ: 2017-**

008-02-01-HGO "Construction Management Services Annual Pool",

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 1, 2017**
Award of Contract:	2017
Commence Work or Deliver Products:	2017

16. HIDALGO COUNTY HOLIDAYS:

2017 YEAR	
New Year's Day	01/02/17
Martin Luther King Day	01/16/17
President's Day	02/20/17
Good Friday	04/14/17
Memorial Day	05/29/17
Independence Day	07/04/17
Labor Day	09/04/17
Columbus Day	10/09/17
Veteran's Day	11/10/17
Thanksgiving Day	11/23/17-11/24/17
Christmas Day	12/25/17-12/26/17
New Year's Eve	01/01/18

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. **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 qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. **TITLE VI NOTICE/ NONDISCRIMATION**

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. The bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

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 qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or

service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. 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 RFQ packet. In accordance with these requirements, 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. In box 3 of Form 1295, you will provide the RFQ No. 2017-008-02-01-HGO, 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 heidi.ortiz@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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT 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 qualification awarded, the successful respondents' 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. Qualifications and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

25. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' 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 respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (*30*) day's written notice prior to cancellation.

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. County reserves the right to terminate contract immediately in the event of breach or default by successful respondent, or in the event, a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise, perform in accordance with the requirements.

28. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' 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 the successful respondent.

29. Successful respondent 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 Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two business days at no expense to County. Items that are 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 items' 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 respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents shall provide with the qualification response, a list of at least three (*3*) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of representative or contact person.

33. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as non-conforming.

Request for Qualifications
For
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Construction Management Services Annual Pool"
RFQ NO: 2017-008-02-01-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (*90*) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MANAGEMENT SERVICES ANNUAL POOL"

RFQ No.: 2017-008-02-01-HGO

The County of Hidalgo will be accepting Statements of Qualifications from qualified firms/individuals in order to establish a pre-qualified Construction Management Services Pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool will be for a period starting on **March 16, 2017, through March 15, 2018**. The Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of **"Construction Management Services - Hidalgo County"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 1, 2017. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTAL/DELIVERY:

A total of **one (*1*) original and three (*3*) copies and eight (*8*) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their responses, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that responses to statement of qualifications be sealed, clearly marked and/or labeled with the Company's name, RFQ number 2017-008-02-01-HGO, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, proposals and/or quotes) shall be the responsibility of the respondent participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein as 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 the Proposer's Affidavit or (*3*) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably

necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Respondents are advised that a minimum of thirty (*30*) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents 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 Respondent's ability.

RESPONDENT DEFAULT: Hidalgo County reserves the right, in the case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to heidi.ortiz@co.hidalgo.tx.us BY NO LATER THAN Monday, January 23, 2017 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 27, 2017. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL: The term of the pool will be for a period of one (*1*) year or upon completion of project(s) unless project specific for more than one year.

DAVIS BACON ACT: Construction Manager (CM) when required by County will be responsible for monitoring and enforcing the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with funding for construction that contain similar minimum wage provisions.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ. The participating firm(s) may include copies of their current Professional Liability Insurance. (Refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the respondent'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 selected professional Construction Manager will act as County's advocate and represent the County in managing the construction process including pre-construction phases, contract administration, inspection, quality control, document control, schedule, cost management and project close-out phases. The County of Hidalgo is seeking to contract with competent Contract Management firm(s), registered to practice in the State of Texas, which has had experience in, but not limited to, the following areas:

- General Design and Construction
- Pre-construction Services
- Pre-Design and Design Phases Services
- Procurement Phase Services
- Federal, State and County-funded construction projects
- Construction Phase Services
- Projects located in this general region of the state
- Close Out Phase Services

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client 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.

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 limit for each biographic summary provided.

REQUIRED EDUCATION/EXPERIENCE SUBMITTAL:
This section will contain the assigned Construction Managers' course work, and/or degrees/diplomas earned from an accredited university/college etc. in the United States specifically pertaining to Construction Management and/or Construction Science. Hidalgo County will accept Construction Management experience in lieu of education. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of *9* years of varied Construction Management experience; or a combination education/experience that will meet a minimum of *13* years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work.

SCOPE OF SERVICES:

Construction Manager (CM) is to serve as the Construction Project Management representative for Hidalgo County and the oversight of the construction process, from pre-construction through project close-out, utilizing full-time representation on site.

CM, as Hidalgo County's Representative, will be authorized to issue and receive notices, correspondence, and other communications, to meet with contracting parties and to in general represent the interests of Hidalgo

County.

A. PROJECT APPROACH:

CM will represent Hidalgo County in the completion of the pre-construction process, oversee construction of projects and oversee the project close-out process. This representation will be conducted by a full-time representative on site and will commence with the development of a Construction / Project Management Plan specifically tailored for the project.

- Construction/project management plan development

CM will work with Hidalgo County representatives to develop a Construction/Project Management Plan, which shall define and document all project requirements in narrative form. This document will serve to outline the scope of work of each of the team members and the plans and strategies for fulfilling those requirements.

During the development of the Project Management Plan, CM will develop a Master Schedule incorporating any current schedules developed by Hidalgo County and/or project architects/engineers. Once finalized and approved by Hidalgo County representatives, the schedule will serve as the roadmap for construction, FF&E procurement, and project close-out activities. Once the contractor has been selected, the Master Schedule will be updated to reflect major activities included in the more detailed construction schedule.

- Master Project Budget Development

In addition to developing the Master Schedule, CM will propose to develop a Master Project Budget, which will include all existing budgets prepared by Hidalgo County and/or project architects/engineers. This Project Budget will be utilized to track costs for all components of the project including, but not limited to design fees, construction costs, FF&E costs, etc. CM will also perform a detailed analysis of the construction budget to better understand the anticipated costs, which will enable the County to be prepared for the bidding / buyout process.

- Basic Components of Project Management Plan

In addition to the Master Schedule and Project Budget, the following basic components of The Project Management Plan will be included but not limited to the plan and updates throughout the course of the project:

- Bid Packaging/Contracting Strategy
- Construction Management
- FF&E Procurement, Handling, and Installation
- Facility Startup
- Project Closeout

B. PRE-CONSTRUCTION PHASE

- General Duties:

- **Site Investigations**

  Prior to design, the CM will learn about the conditions at the site. This would include but not limited to the following:

  - Existing conditions assessment – (review existing in the field)
  - Site investigations: Need for fill clearing and/or grubbing
  - Access to the site
  - Amount of lay down area available
  - Utility availability and routes into site
  - Constraints (railroad locations, adjacent schools, noise, etc…)
  - Note surface conditions

- CM will obtain all available existing plots and plans of the areas to obtain Information that will include:
- Size of the Site
- Existing structures
- Existing roads and rights-of-way
- Easements

- **Site Visit**

o Visiting the site is critical to a successful project and therefore program. Verifying existing conditions to ensure no hidden or differing site conditions exist will help to minimize costly changes in the future. CM will investigate the area and conditions around the site that could affect the work. The site will be investigated for but not limited to the following:

- Traffic studies for getting deliveries to the site
- Utilities (Gas, water, electric, telephone, sewer, storm drain, etc…)
- Neighborhoods affected (Who, What, When , and How we can affect the area)

- **Design:**

It is understood the design documents will be completed by project architects/engineers and are to be approved by Hidalgo County Commissioners' Court. CM is to assist the Project Team in finalizing and obtaining all required permits from the regulatory agencies, which includes all state, county, and local approvals. CM will develop a project management plan. The plan will consist of the following.

- Cost estimating
- Cost budgeting
- Cost control.

- Contractor Bid Solicitation and Selection

CM will work in conjunction with Hidalgo County and project architects/engineers to order to solicit, review and select the contractor. This will include assistance in the development of the bid packages, conducting any required pre-bid meetings, review of bid documents/proposals and the selection of the proposed contractor.

- Bid and Award

CM is to be involved with the bidding and award process including assistance in the preparation, issuance, and execution of the various construction related contracts.

- Pre-Construction Conference

Once a contractor has been selected, CM will organize and conduct a pre-construction conference. The agenda will cover site organization, communications, correspondence, submittals, meetings, requisitions, change orders and schedule. This conference will include all project stakeholders including Hidalgo County representatives, architects/engineers (including their design consultants) and the contractor. A positive, pre-construction kick-off conference between all project stakeholders greatly increases the success of the project.

- Permits and Insurance

CM will confirm that all applicable permits have been applied for and issued and verify that insurance certificates have been filed as required prior to initiation of the work. In addition, CM will issue the Notice of Award and Notice to Proceed on behalf of Hidalgo County.

C. CONSTRUCTION PHASE

- General Duties

CM will operate as the Hidalgo County Representative in overseeing the day to day construction activities of all

prime construction contracts to Hidalgo County. CM shall work to ensure all consultants and construction firms, as well as any third party CMs, required for the project, fulfills their responsibilities to Hidalgo County.

- Construction Administration Procedures

CM will establish and maintain construction administration procedures. All communications between various members of the Project Team and the contractor(s) will be through the County's Contract Manager. These procedures will be detailed in the Project Management Plan.

- Field Reports

Construction Manager will ensure the contractor prepares a daily log of all project activity to include:

- Weather
- Contractor(s) manpower
- Contractor(s) equipment
- Material/equipment deliveries
- General description of work performed and location
- Issues and areas of concern or critical to job progress

- Monthly Progress Reports

Each month, CM will prepare a monthly report outlining the activities of the preceding month. The initial development of the report will occur in conjunction with Hidalgo County to ensure all required information is included. At a minimum, the project will include the following information required by Hidalgo County:

- Updated program information
- Updated project information
- Updated budget information
- Updated schedule information
- Progress photos

- Progress Photos:

Construction Manager will take and maintain a progress photo catalog on behalf of Hidalgo County. Each month, a disk of progress photos will be included in the Monthly Progress report. At the completion of the project, all photos will be transferred to Hidalgo County via the county's preferred method (i.e. disk, external hard drive, etc.).

- Project Progress Meetings

CM will organize, conduct, and document progress meetings involving the project architect/engineers, the contractor's principal personnel, and as required, Hidalgo County. Included in these meetings will be topics covering schedule, budget, quality control, submittals/shop drawings, etc.

- Schedule Review

CM will establish the documented procedure for tracking the construction schedule and all updates. It is anticipated that the contractor will provide weekly updates to the schedule during the project progress meetings; however, we also understand there will be a need to participate in stand-alone scheduling meetings. In addition to the weekly update schedules, CM will require the contractor to provide look-ahead schedules in order to ascertain activities that need Hidalgo County and/or architect/engineer involvement. These procedures will be included in the Project Procedures Manual and will tie closely with the Master Schedule.

- Change Order Review

CM will establish the documented procedure for initiating, negotiating, recommending approval to County and tracking contract change orders. These procedures will be included in the Project Procedures Manual and will tie closely with the Project Budget. In addition, CM will incorporate cost and schedule impact from change

orders into the project cost reports and the project construction schedule.

- Quality Control

CM will monitor the terms of the contract with the General Contractor and expect project architect/engineer will monitor contractor compliance with the Construction Documents and the quality level expected for the project. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. CM will work with architects to assist in monitoring the quality of the work being performed and ensure the contractor maintains the quality expected as well provide any corrective action required for any identified deficiencies. In addition to the contractor, CM will monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing, on-site testing, etc. CM will develop monitoring and tracking procedures to be followed by all testing inspection consultants and will require results be provided on a weekly, or daily if needed, basis. Project architects and their consultants will be involved as required and any deficiencies will be corrected under the direction of the contractor with oversight by project architect, their consultants, and/or CM.

- Safety and Health

CM will ensure that an accident-free and comfortable work environment is observed by eliminating recognized hazards from the workplace. CM health and safety program and specific individual programs have been developed to assure compliance with federal, state, and local regulations with particular emphasis on the Occupational Health and Safety Rules and Regulations that apply to our operations.

- Submittal / Shop Drawing Control

CM will work with project architects to establish a submittal/shop drawings process and tracking spreadsheet, which will then be monitored each week. The process will ensure both the contractor and project architects (and their consultants if required) are following the contractual timelines for submission and review of submittals/ shop drawings as well as track when the equipment, materials, etc. are to arrive on site. CM will act as an intermediary between the design consultants and the contractor when required to ensure the project proceeds as required for the schedule. The most common culprit to delaying the submittal/shop drawing process is the contractor's lack of a proper review before submission; therefore, CM will work with the contractor to ensure the proper review occurs and develop plans for rectifying any re-occurring review issues.

- Payment Application Review

CM will develop a two-step process for the review and approval of the contractor payment applications:

• Step One - During the final week of each month, CM will conduct a payment application review meeting to include architects and the contractors for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.

• Step Two – A second meeting will be held with the contractor to review the corrected payment application. If acceptable, CM will recommend approval to the project architects and Hidalgo County.
If changes need to occur, CM will work with the contractor to get all changes made as soon as possible for acceptance.

- Record Drawings

CM will monitor the preparation of record drawings by the contractor(s) during the course of the work.
Those dedicated marked-up construction drawings and specifications will be received at the completion of construction and transmitted to Hidalgo County.

- Substantial Completion/Final Completion

CM will manage the issue of certificates of substantial completion to all prime contracts, and the process of closing out contracts financially and with respect to all requirements of the contract drawings and specifications.

D. PROJECT CLOSE-OUT PHASE

Close-out Procedures

CM will coordinate all project closeout procedures. When the work is completed, all documents will be organized and transmitted to Hidalgo County, including record drawings, Operations & Maintenance data, warranties and guarantees and lien waivers.

- Occupancy Permits

CM will monitor the final inspections by the applicable regulatory agencies and coordinate the required occupancy permits.

- Operations & Maintenance Manuals and Training

CM will receive and log for transmittal to the Hidalgo County all required Operations and Maintenance data.

- Warranties/Guarantees

CM will work with project architects and contractors to ensure receipt of and then assemble for transmittal to Hidalgo County all applicable warranties and guarantees.

- Final Report

CM will prepare a final project report inclusive of all close-out documentation, progress photos, etc.

- Final Payment

CM, with input from project architects, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims or liens. Once CM, together with the architect, is satisfied that all contractual obligations have been complied with, CM will recommend approval and submit to Hidalgo County the final pay request.

Additionally, Statements of Qualifications should include, but not limited to the following information:

1) Firm name, address, phone number, and person to contact regarding the Statement of Qualifications.
2) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
   - Copies of any related, diplomas/degrees, and/or achievements acquired by professional management staff.
   - Construction Management Services.
   - List of projects performed for Counties, Municipal Entities, State within the last five years.
   - A general list of construction projects within the past year.
   - List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
   - Ability to commence services immediately after successfully negotiating a contract for services.
   - Familiarity with the geographical area.
   - Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form." The evaluation system consists of a 100-point system.

1. Professional Qualifications *(25)*

The firm should provide copies of assigned Construction Managers' course work, and/or degrees/diplomas from accredited university/college in the United States specifically pertaining to Construction Management and/or Construction Science. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work. Experience in Construction Management performed for Federal, State, County, City, School Districts, etc. projects will be accepted in lieu of education.

2. Experience of Project Team/Ability to Commit Resources *(25)*

In addition to the Construction Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The response shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (*2*) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied Construction Management experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

3. Experience/Availability of Construction Manager *(20)*

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be registered to do business in the State of Texas; the Construction manager's resume must be included in an appendix. The scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction manager must have managed two (*2*) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction manager must have managed five (*5*) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project *(20)*

The statement of qualifications shall include the following:

1) Demonstrate an understanding of the scope of services
2) Address appropriate Federal/State/Local regulations and policies
3) Identify information to be gathered or obtained.

Responsiveness to RFQ:

* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations *(10)*

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards, and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Construction Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Management Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official or User Department in need of Construction Management Services will nominate (at the minimum) three (*3*) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (*1*) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (*1*) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (*1*) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION FORM
EXHIBIT "B"
CONSTRUCTION MANAGEMENT SERVICES -POOL
RFQ No. 2017-008-02-01-HGO

Selection Criteria	Points	Score
1. PROFESSIONAL QUALIFICATIONS (*25* pts. max.) ➢ **Meets educational** background in Construction Management and/or Construction Science i.e.: o Bachelor's Degree or o Associates Degree with 4 years experience in varied Construction Management to meet educational requirement o 8 years experience with Federal, County, City, School Districts, etc. in varied Construction Management to meet educational requirement, etc.	15	
➢ **Meets** additional minimum required **experience** of 5 years in providing the services of Construction Management and/or Construction Science to Federal, County, City, School Districts, etc.	10	
Comments/Rationale For Points:		**Total:**
2. EXPERIENCE OF PROJECT FIRM / ABILITY TO COMMIT RESOURCES (*25* pts. max.) ➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Technical staff member with Federal, State, County, City, School District projects experience.	10	
Comments/Rationale For Points:		**Total:**
3. EXPERIENCE / AVAILABILITY OF CONSTRUCTION MANAGER (*20* pts. max.) ➢ The Construction Manager must have adequate experience in similar nature and scope	5	
➢ Must be a Professional Construction Management registered in the State of Texas and must be included in Appendix	5	
➢ Construction Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		**Total:**
4. UNDERSTANDING OF PROJECT (*20* pts. max.) ➢ Demonstrate an understanding of the scope of services	5	
➢ Knowledge and experience working with multiple entities, Federal, State, Counties, Cities, School Districts, etc. Ability to address appropriate Federal/ State/ Local Government regulations and policies.	5	

➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness, Response is clear, well organized, easy to evaluate, and appropriate to this RFQ	5	
Comments/Rationale For Points:		**Total:**
5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS: (*10* pts. max.) ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		**TOTAL:**
TOTAL SCORE:		

EVALUATION INFORMATION:

Project No.: _____

Project Name: _____

Department: _____

Firm/Participant: _____

Name of Evaluator: _____

Evaluator Signature: _____

Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					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					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT D-1

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.

EXHIBIT D-2

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(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.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business: Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

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:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

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) 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 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 Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES -POOL

RFQ No.: 2017-008-02-01-HGO

RFQ SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFQ response. If forms are not submitted, your response may be considered as non-responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 10 of Legal Notice

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D1" - CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "D2" –CIS Conflict Disclosure Statement

_____ Exhibit "E" - Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (*1*) Original, three (*3*) Copies, and eight (*8*) CD's containing a complete copy of Response.

_____ _____
Signature Date

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

January 16, 2017

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Qualifications -**"PROFESSIONAL APPRAISAL AND/OR REVIEW SERVICES"**
RFQ Bid No: 2017-009-02-01-SGS

Dear Gentleman/Ladies:

Enclosed, please find the Request for Qualifications (RFQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4860.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs
Enclosures

DRAFT

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR QUALIFICATIONS (RFQ)
HIDALGO COUNTY
"PROFESSIONAL APPRAISAL AND/OR REVIEW SERVICES"
RFQ Bid No: 2017-009-02-01-SGS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Table of Contents	1
3.	Request for Qualifications, Legal Notice	10
4.	Exhibit A, Requirements	8
5.	Exhibit B, Evaluation Criteria / Procurement Form	2
6.	Exhibit C, Insurance Requirements, Insurance/Project Acknowledgement Forms	4
7.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	2
8.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
9.	Exhibit F, Certification Regarding Debarment	1
10.	Exhibit G, Title VI Appendices "A" through "E"	6
11.	Exhibit H, Proposers Affidavit	1
12.	RFQ Submittal Checklist	1

DRAFT

The above mentioned items shall be found in this Request for Qualifications-RFQ packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the 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 Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services and/or Appraisal Review Services Annual Pool"

RFQ NO: 2017-009-02-01-SGS

Acceptance Due Date: **February 01, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 318-2626 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for **"Hidalgo County (Including all funding sources, programs, and entities) Professional Appraisal Services and/or Appraisal Review Services Annual Pool"**, *in* accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and **eight (8) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ 2017-009-02-01-SGS Hidalgo County (Including all funding sources, programs, and entities) Professional Appraisal Services and/or Appraisal Review Services Annual Pool"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281- Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 01, 2017.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your RFQ:

   1. **Legal Notice (See page 8);**
   2. **Bid Page – Procurement Form – Areas of Specialization (See Exhibit "B");**
   3. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   4. **Form CIQ-Conflict of SGSerest Questionnaire (See Exhibit "D");**
   5. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   6. **Certification Regarding Debarment (See Exhibit "F"); and**
   7. **SAMS.gov Registration Acknowledgement (See Number 17 below).**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

DRAFT

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official

DRAFT

c) Purchase Order Number and Contract number (if any)

d) Notation- ***"Hidalgo County (Including all funding sources, programs, and entities) RFQ: 2017-009-02-01-SGS-Hidalgo County (Including all funding sources, programs, and entities) "Professional Appraisal Services and/or Appraisal Review Services Annual Pool",***

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 01, 2017**
Award of Contract:	2017
Commence Work or Deliver Products:	2017

16. HIDALGO COUNTY HOLIDAYS:

2017 YEAR	
New Year's Day	01/02/17
Martin Luther King Day	01/16/17
President's Day	02/20/17
Good Friday	04/14/17
Memorial Day	05/29/17
Independence Day	07/04/17
Labor Day	09/04/17
Columbus Day	10/09/17
Veteran's Day	11/10/17
Thanksgiving Day	11/23/17-11/24/17
Christmas Day	12/25/17-12/26/17
New Year's Eve	01/01/18

DRAFT

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. 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 qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all
bidders that it will affirmatively ensure that any contract entered SGSo pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

DRAFT

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 qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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-1, 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any

DRAFT

purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. 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 RFQ 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 RFQ No. 2017-009, 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 sandy.suarez@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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT 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 qualification awarded, the successful respondents' 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. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;

DRAFT

- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' 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 Countys' civil service system.

26. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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. County reserves the right to terminate contract immediately in the event of breach or default by successful respondent, or in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

29. Successful respondent 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 Qualifications shall be subject to Countys' approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' 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 respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as none conforming.

DRAFT

Request for Qualifications
For
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Appraisal Services and/or Appraisal Review Services Annual Pool"

RFQ NO: 2017-009-00-00-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT A

Requirements

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL APPRAISAL SERVICES *AND/OR* APPRAISAL REVIEW SERVICES ANNUAL POOL"

RFQ № 2017-009-02-01-SGS

DRAFT

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers and/or Appraisal Reviewer (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **March 16, 2017 and ending March 15, 2018**. The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES AND/OR APPRAISAL REVIEW SERVICES ANNUAL POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 01, 2017.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of one (1) original, three (3) copies and eight (8) CD's in PDF format of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ N0: 2017-009-02-01-SGS, Project title: "Professional Appraisal Services and/or Appraisal Review Services Annual Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2800 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and **no** reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DRAFT

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seek to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

COMPLETED FORM CIQ MUST BE SUBMITTED TO THE HIDALGO COUNTY CLERK'S OFFICE LOCATED AT 100 N. CLOSNER, EDINBURG, TEXAS 78539–HIDALGO COUNTY COURTHOUSE.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit F) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

DRAFT

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via e-mail or via facsimile to (956) 292-7612: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Monday, January 23, 2017 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 25, 2017 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink.***

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

DRAFT

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents 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:
County of Hidalgo is seeking to contract with an Appraisal/Review firm(s) that has had experience in, but not limited to the following areas:

A. Scope of Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and/or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used for comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be within a two year time frame. If any sales which have occurred prior to the two year limit, they must be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area, regional, plat, and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

B. Scope of Appraisal Review Services:

1) Review all appraisal reports for each Property to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices.

DRAFT

2) As a review of an initial and update appraisal are two separate and distinct appraisal assignments, the fees must consider the complexity of each separate assignment as shown in the Provider's Fee Schedule.

3) Beyond delivery of the review appraisal of the initial and updated appraisal documents, the review appraiser can be called to provide preparation and testimony for any Special Meeting/Commissioners Court. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Provider's Fee Schedule.

4) Appraisal Review reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

5) It is the County's sole option to require TXDoT's form ROW-A-10 "Tabulation of Values" in the deliverable for appraisal review assignments.

Additionally, the above section(s) (A and/or B) should include, but are not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance (See Attachment B).

D. List of Recent Projects-within Two (2) Years (See Attachment B).

E. Ability to commence services immediately after successfully negotiating a contract for services.

F. Familiarity with the geographical area.

G. Statement regarding an Affirmative Action Program.

H. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

DRAFT

PART III
SELECTION/EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioners' Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form. "The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) *Responsiveness:* 30 points

a) Requested Information
b) Thoroughness
c) Understanding of Project
d) List of references provided
e) Clarity - Brevity
f) Degree of Interest

2) *Firm Capabilities:* 45 points

a) Background
b) Relevant experience
c) Experience with similar projects
d) Knowledge of area
e) Timeliness of schedule
f) Quality services previously provided to Hidalgo County
g) Current workload
h) Ability to commence various requested projects simultaneously
i) Completion of projects within budgets

3) *Staffing:* 25 points

a) Qualifications of personnel-The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
b) Key personnel
c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser/Review Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser/Review Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

DRAFT

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1) Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2) The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3) If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

DRAFT

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES AND/OR APPRAISAL REVIEW SERVICES ANNUAL POOL"

RFQ No.:2017-009-02-01-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS -----**(30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL** _____
2. **FIRM CAPABILITIES**----(45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL** _____
3. **STAFFING--------**(25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL**
Total Score		

Project Name: _____

Department:_____

Firm/Participant:_____

_____

Evaluator: _____ Date:_____

Type of Service: (**circle one**): **Appraisal** **Appraisal Review**

DRAFT

ATTACHMENT "B"

PROCUREMENT FORM

Hidalgo County

"Professional Appraisal Services and/or Appraisal Review Services Pool"

RFQ No.: 2017-009-02-01-SGS

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____

AREA OF SPECIALIZATION: CHECK APPLICABLE SERVICE(S)			
	Appraisal Services		Appraisal Review Services

LOCAL REFERENCES (RIO GRANDE VALLEY) LIST FOUR (4) ONLY:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

DRAFT

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) 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 LIABILIT**				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 award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor 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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

EXHIBIT "H"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
"PROFESSIONAL APPRAISAL AND/OR REVIEW SERVICES"
RFQ Bid No: 2017-009-02-01-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 10 of Legal Notice

_____ Exhibit "C" - Insurance & Project Acknowledgement forms

_____ Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" - Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" - Certification Regarding Debarment

_____ Exhibit "H" - Proposer's Affidavit

_____ SAMS.gov Registration - Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) and 8 CD's in PDF format (see number 2 of Legal Notice).

DRAFT

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

Date: January 17, 2017

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**" *Professional Surveying Annual Services Pool*"**
(Including all funding sources, programs, and entities)
RFQ No: 2017-010-02-01-TDL

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

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/tdl
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR QUALIFICATIONS (RFQ)
HIDALGO COUNTY

"Professional Surveying Annual Services Pool"

RFB NO: 2017-010-02-01-TDL

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	10
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	4
5.	Exhibit C, Insurance Requirements, Insurance/Project Acknowledgement Forms	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire	2
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI Appendices "A" through "E"	1
10.	Exhibit H, Proposers Affidavit	5
11.	SAMS.gov Registration – Acknowledgement www.sam.gov	1
12.	RFQ Submittal Checklist	1

The above mentioned items shall be found in this Request for Qualifications-RFQ packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the 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

January 16, 2017
Date

Revised 09/13/16

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveying Annual Services Pool "

RFQ NO: 2017-010-02-01-TDL

Acceptance Due Date: **February 01, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Tanya De Lira, Buyer III
(956) 318-2626 Ext. 4878
tanya.delira@co.hidalgo.tx.us

1. Sealed qualifications will be received for **"Hidalgo County (Including all funding sources, programs, and entities) Professional Surveying Annual Services Pool"**, *in* accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and **eight (8) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ: 2017-010-02-01-TDL Hidalgo County (Including all funding sources, programs, and entities) Professional Surveying Services"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, February 01, 2017.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your RFQ:

   1. **Legal Notice (See page10);**
   2. **Bid Page – Procurement Form – Areas of Specialization (See Exhibit "B");**
   3. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   4. **Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");**
   5. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   6. **Certification Regarding Debarment (See Exhibit "F"); and**
   7. **SAMS.gov Registration Acknowledgement (See Number 17 below).**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent

b) Name and address of receiving department or official
c) Purchase Order Number and Contract number (if any)
d) Notation- *"***Hidalgo County (Including all funding sources, programs, and entities) RFQ: 2017-010-02-01-INT-HIDALGO COUNTY (Including all funding sources, programs, and entities) "Professional Surveying Annual Services Pool",**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 01, 2017**
Award of Contract:	2017
Commence Work or Deliver Products:	2017

16. HIDALGO COUNTY HOLIDAYS:

2017 YEAR	
New Year's Day	01/02/17
Martin Luther King Day	01/16/17
President's Day	02/20/17
Good Friday	04/14/17
Memorial Day	05/29/17
Independence Day	07/04/17
Labor Day	09/04/17
Columbus Day	10/09/17
Veteran's Day	11/10/17
Thanksgiving Day	11/23/17-11/24/17
Christmas Day	12/25/17-12/26/17
New Year's Eve	01/01/18

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. 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 qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all
bidders that it will affirmatively ensure that any contract entered SGSo pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

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 qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 that contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. 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 RFQ 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 RFQ No. 2017-010, 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 tanya.delira@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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT 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 qualification awarded, the successful respondents' 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. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' 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 Countys' civil service system.

26. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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. County reserves the right to terminate contract immediately in the event of breach or default by successful respondent, or in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

29. Successful respondent 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 Qualifications shall be subject to Countys' approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' 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 respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
For
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Surveying Annual Services Pool""
RFQ NO: 2017-010-02-01-TDL

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"*Professional Surveying Annual Services Pool*"

RFQ № 2017-010-02-01-TDL

Internal Use - Commodity Code: 925-86

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Surveying (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **March 16th, 2017** and ending March 15th , **2018.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Surveying Services Hidalgo County"** (including all funding sources, Programs, and Entities)-**REQUEST FOR QUALIFICATIONS** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday February 1st , 2017. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the REQUEST FOR QUALIFICATIONS:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, three (3) hard copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number 2017-010-02-01-TDL Project Title "Professional Surveying Services", and February 1st 2017, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, Qualifications and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D-1**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks

to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) WILL BE INCLUDED IN PACKET AS EXHIBIT "D-2".

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit H) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or Request for Qualifications procedures must be received in the Purchasing Department via facsimile to (956) 292-7612 or via e-mail: **tanya.delira@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 23rd, 2017 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 25th, 2017. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents 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 surveying firm(s) that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey benchmark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement for Qualifications.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications required by State of Texas.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
    a) Requested Information
    b) Thoroughness
    c) Understanding of Project
    d) List of references provided
    e) Clarity - Brevity
    f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

    a) Background
    b) Relevant experience
    c) Experience with similar projects
    d) Knowledge of area
    e) Timeliness of schedule
    f) Quality services previously provided to Hidalgo County
    g) Current workload
    h) Ability to commence various requested projects simultaneously
    i) Completion of projects within budgets

3. **STAFFING:**

25 points

    a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
    b) Key personnel
    c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in RFQ.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA
HIDALGO COUNTY

(Including all funding sources, programs and entities)

"Professional Surveying Annual Services Pool"

RFQ NO: 2017-010-02-01-TDL

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL** _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	**5**	
➢ Relevant experience	**5**	
➢ Experience with similar projects	**5**	
➢ Knowledge of area	**5**	
➢ Timeliness of schedule	**5**	
➢ Quality services previously provided to Hidalgo County	**5**	
➢ Current workload	**5**	
➢ Ability to commence various re-quested projects simultaneously	**5**	
➢ Completion of projects within budgets	**5**	
Comments/Rationale For Points:		**TOTAL** _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	**10**	
➢ Key personnel	**10**	
➢ Required discipline skills	**5**	
Comments/Rationale For Points:		**TOTAL** _____
Total Score		

Project Name:_____

Department: _____

Firm/Participant:_____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) 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 LIABILIT**				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 award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT D-1

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.

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) 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 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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires: _____, 20_____.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

"Professional Surveying Annual Services Pool"
RFQ No.: 2017-010-02-01-TDL

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Request For Qualifications Letter

_____ Request For Qualifications, Legal Notice

_____ Exhibit A, Requirements

_____ Exhibit B, Evaluation Criteria

_____ Exhibit C, Insurance Requirements, Insurance/Project Acknowledgement Form

_____ Exhibit D, (CIQ) Conflict of Interest Questionnaire

_____ Exhibit E, Vendor/Bidder Application and W-9 form(s)

_____ Exhibit F, Certification Regarding Debarment

_____ Exhibit G, Title VI Appendices "A" through "E"

_____ Exhibit H, Proposers Affidavit

_____ SAMS.gov Registration – Acknowledgement www.sam.gov

_____ RFQ Submittal Checklist

AI-57507 **Purchasing Department** **23. A. 3.**

CC - REGULAR

Meeting Date: 12/13/2016

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

Note: Final approve form of agreement will be provided for attachment by DA Office-Civil Section by either Friday or Monday.

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
CV
cost
contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2016 10:21 AM
Budget & Management	Veronica Ortiz	12/08/2016 10:32 AM

Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Darlene Betancourt		Started On: 11/29/2016 01:43 PM
Final Approval Date: 12/09/2016		

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2254. PROFESSIONAL AND CONSULTING SERVICES

SUBCHAPTER A. PROFESSIONAL SERVICES

Sec. 2254.001. SHORT TITLE. This subchapter may be cited as the Professional Services Procurement Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.002. DEFINITIONS. In this subchapter:

(1) "Governmental entity" means:

(A) a state agency or department;

(B) a district, authority, county, municipality, or other political subdivision of the state;

(C) a local government corporation or another entity created by or acting on behalf of a political subdivision in the planning and design of a construction project; or

(D) a publicly owned utility.

(2) "Professional services" means services:

(A) within the scope of the practice, as defined by state law, of:

(i) accounting;

(ii) architecture;

(iii) landscape architecture;

(iv) land surveying;

(v) medicine;

(vi) optometry;

(vii) professional engineering;

(viii) real estate appraising; or

(ix) professional nursing; or

(B) provided in connection with the professional employment or practice of a person who is licensed or registered as:

(i) a certified public accountant;

(ii) an architect;

(iii) a landscape architect;

(iv) a land surveyor;

(v) a physician, including a surgeon;

(vi) an optometrist;

(vii) a professional engineer;

(viii) a state certified or state licensed real estate appraiser; or

(ix) a registered nurse.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 244, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1542, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1409, Sec. 8, eff. Sept. 1, 2001.

Sec. 2254.003. SELECTION OF PROVIDER; FEES. (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

(1) on the basis of demonstrated competence and qualifications to perform the services; and

(2) for a fair and reasonable price.

(b) The professional fees under the contract may not exceed any maximum provided by law.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1213, Sec. 14, eff. September 1, 2007.

Sec. 2254.0031. INDEMNIFICATION. A state governmental entity may require a contractor selected under this subchapter to indemnify or hold harmless the state from claims and liabilities resulting from the negligent acts or omissions of the contractor or persons employed by the contractor. A state governmental entity may not require a contractor to indemnify or hold harmless the state for claims or liabilities resulting from the negligent acts or omissions of the state governmental entity or its employees.

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:
2016-129052

Date Filed:
10/26/2016

Date Acknowledged:
10/31/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Autopsy Services and Expert Testimony, PLLC
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.

C-16-380-00-00
Autopsy and Forensic Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Farley, Norma	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

NORMA JEAN FARLEY, M.D.
CURRICULUM VITAE

Business Address & Telephone

Valley Forensics, P.L.L.C.
3100-A S. Business Hwy 281
Edinburg, Texas 78539
956-292-7014 (office)

EDUCATION

07/98-06/99	**Bexar County Forensic Science Center** 7337 Louis Pasteur San Antonio, TX 78229-4565 Assistant Medical Examiner
07/94-06/98	**University of Texas Health Science Center** San Antonio, TX Combined AP/CP Residency Residency Director: Larry Fowler, M.D. Chief Resident – 1997-1998
08/90-05/94	**University of Texas Health Science Center** San Antonio, TX College of Medicine Degree: M.D.
01/85-08/86	**Stephen F. Austin State University** Nacogdoches, TX B.S. in biology and Secondary Education
08/81-12/83	**San Jacinto College** Pasadena, TX Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology and Forensic Pathology
United States Medical Licensing Exam: Passed: Step 1, 2, 3
State License: Texas

COMMITTEES AND APPOINTMENTS

Texas Forensic Science Commission (Governor appointed), 9/09 to 10/11
Board of Editors, American Journal of Forensic Medicine & Pathology, 2009–2012
National Association of Medical Examiners Ad hoc-Committees: Bioterrorism and Infectious Disease Committee, International Relations Committee, Protocols for Interagency Interactions in Mass Fatality Incidents
Child Fatality Review, Bexar (2003), Cameron (2005-Present) and Hidalgo Counties 2007-Present
Mass Disaster Planning Committee, Bexar and Hidalgo Counties

EMPLOYMENT

3/07-present **Valley Forensics, PLLC**
Forensic Pathologist, Hidalgo and Willacy Counties
3100-A S. Business Hwy 281, Edinburg, TX 78539

7/04-3/07 **Pathology Laboratory**
Anatomic, Clinical and Forensic Pathologist
Valley Baptist Medical Center
2101 Pease Street, Harlingen, TX

7/03-7/04 **Bexar County Medical Examiner's Office**
Medical Examiner
7337 Louis Pasteur, San Antonio, TX

1/00-6/03 **AmeriPath South Texas**
301 South Frio Street, San Antonio, TX
Anatomic, Clinical and Autopsy Pathologist
Infectious Control and Medical Director, Christus Spohn Beeville Hospital
Microbiology Director, Baptist Health System, San Antonio, TX
Director of Autopsy Services

11/99-1/00 **Deputy Medical Examiner (part-time position)**
Travis County Forensic Center, 1213 Sabine Street, Austin, TX 78767

6/99-12/99 **Sedgwick County Regional Forensic Science Center**
1109 N. Minneapolis**,** Wichita, KS 67214
Deputy Chief Coroner-Medical Examiner
Interim District Chief Coroner-Medical Examiner
9/99-12/30/99

2/89-8/90 **Research Assistant**
University of Texas Medical School, Houston, TX
Dept. of Pathology, Steven Norris, Ph.D.
Research in Treponema pallidum, DNA sequencing, tissue culture, MICs and MBCs of cephalosporins, quinolones, and other compounds
Laboratory mapped DNA of T. pallidum (Science 7/98)

1/87-1/89 **Research Technician**
Texas A&M University, College Station, TX
Dept. of Pathology, John Kochevar, M.D.
Research in renal cell carcinoma and malignant melanoma

PROFESSIONAL AFFILIATIONS

1994-Present	American Society of Clinical Pathologists
1996-Present	College of American Pathologists
2008-Present	National Association of Medical Examiners
2008-Present	Adjunct Assistant Professor, University of Texas Medical School at San Antonio, Department of Pathology.
2005-Present	Cameron County Medical Society
1990-Present	Texas Medical Association
2012-Present	American Academy of Forensic Sciences

GUEST SPEAKER/INSTRUCTOR

Synthetic Drug Abuse in the RGV - Panel Discussion, Panel Member, September 22, 2015

Mass Fatality and Death Investigation, South Texas Hurricane Conference, April 15, 2015

Fatal Abuse in Infancy and Childhood, 18th Annual Trauma Symposium. South Padre Island, March 27, 2015

Gunshot Wounds and Firearm Deaths and Drug Cartel Violence in South Texas (Guest Speaker), British Association in Forensic Medicine Scientific Meeting, Lumley Castle, Chester-le-Street, County Durham, United Kingdom, November 21-22, 2014

Mass Fatality, South Texas Hurricane Conference, June 5, 2014

Traumatic Injuries due to Motor Vehicle and Other Road Related Fatalities and Fatal Abuse in Infancy and Childhood. 15th Annual Trauma Symposium, South Padre Island, March 29-30, 2012

Gunshot Wounds and Evidence. Sharp Force Injuries. 14th Annual Trauma Symposium, Bridging the Trauma Gap. South Padre Island, March 23-25, 2011

Infant Death Scene Investigation: An MEs Wish List. 7th Annual Rio Grand Valley Seminar in Forensic Sciences. South Padre Island, TX, Nov.11-13, 2010

Strangulation, 1st Annual Conference on Violence Against Women Behind Closed Doors, Brownsville Convention Center, April 28, 2010

Fatal Abuse in Infancy and Childhood, 13th Annual Trauma Symposium Levels of Life, South Padre Island, March 25th, 2010
University of Texas Pan American Conference on Child Sexual Abuse: Assessment and Intervention", May 12, 2008

Fatal Abuse in Infancy and Childhood; Sudden Infant Death Syndrome; and Death Investigation. 2007 Forensic Symposium, Seminar in Forensic Sciences, South Texas College, Weslaco, TX, Dec. 5, 2007

Sudden Infant Death Syndrome and Shaken Baby Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 3, 2006

Sudden Infant Death Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 5, 2005 and Valley Baptist Health System, Jan. 24, 2006

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004; Valley Baptist Health System, Jan. 25, 2005; The Science Academy of South Texas, Mercedes, TX, June, 2007

Fatal Abuse in Infancy and Childhood, Child Abuse Seminar, Brownsville, TX, October 2000 and Bexar County Medical Examiner's Office, San Antonio, TX, August 2003

Natural Deaths and Deaths Due to Drug Overdose, Wichita State University, Guest Speaker (10/99), Wichita, KS

Urinalysis and Serum Protein Electrophoresis, University of Texas Health Science Center, Pathology Didactic Course, 1997-1998 San Antonio, TX

PRESENTATIONS AND PUBLICATIONS

Farley, NJ, *Hydrogen Sulfide Suicides, Scene Investigation, Body Transportation and Autopsy Findings,* National Association of Medical Examiners, 2013 Annual Meeting, Milwaukee, WI, Oct. 12, 2013

D. Kimberley Molina, MD, Arthur Clarkson, MD, Katherine L. Farley, and **Norma J. Farley**, **MD**, *A Review of Blunt Force Injury Homicides of Children Aged 0 to 5 Years in Bexar County, Texas*, *From 1988 to 2009,* Publication ahead of print: Am J Forensic Med Pathology, 2012 Dec;33(4):344-8
Presentation: *Where's the Shaking? Review of blunt head trauma cases involving infants and children:* National Association of Medical Examiners, 40th Annual Meeting, San Antonio, TX, Oct. 14, 2006

Farley, Norma J. and Ruth E. Kohlmeier*, A Death due to Subinvolution of the Uteroplacental Arteries. A Case Report and Literature Review,* Journal of Forensic Sciences. 2011 May, 56(3): 803-806
Presentation: American Academy of Forensic Science Platform Presentation*,* Annual Meeting, 2/2010*.*

Kunsman GW, Kunsman DM, Presses CL, Garavaglia JC, **Farley NJ.** *A mixed-drug intoxication involving venlafaxine and verapamil*. J Forensic Sci. 2000 Jul; 45(4): 926-8

Tan D, Manchester LC, Reiter RJ, Qi W, Hanes MA, **Farley NJ.** *High physiological levels of melatonin in the bile of mammals*. Life Sci. 1999 Oct 29; 65(23): 2523-9

Farley, NJ, *Carbon Monoxide Levels in Fire Deaths: Dead or Alive?* Speaker: American Academy of Forensic Sciences, Annual Meeting, 2/00

Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M_4 and M_5*
First Place Podium Presentation: Texas Society of Pathologists, 2/98
Second Place Platform Presentations: Texas Medical Association, 4/98

Lovell, M., E. Griffiths, C. Harrison, **N. Farley**. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibodies Treated with Intravenous Immunoglobulin.*
Presentation: Texas Society of Pathologists, 2/98

Kohlmeier, R., **N. Farley**, B. Smir. *Body Cavity Based Lymphoma: An Unusual Presentation in an HIV Negative Patient.*
Presentation: Texas Society of Pathologists, 2/9

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room,* Am J Emerg Med, 1997 May;15(3):303-7
Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996).

Farley, NJ, E.B. Griffiths, L. Sinor, C.R. Harrison. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibody Responding To Intravenous Immunoglobulin*.
Platform Presentation: American Association of Blood Banks, 49th Annual Meeting, Orlando, Florida

King, D., D. Barber, **N. Farley**, J. Harris. *Mucinous Adenocarcinoma Arising from a Suprapubic Cystostomy Site without Bladder Involvement*. The Journal of Spinal Cord Medicine, May 1997, 20:244-246

Norma Jean Farley, M.D
Anatomic, Clinical and Forensic Pathologist
3100-A S. Business Hwy 281, Edinburg, TX 78539
Tel: (956) 292-7014; Fax: 1-866-682-0360

Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County at Hidalgo County Forensic Facility

This proposal is contingent on the Hidalgo County Forensic Center at 3100A S. Business Hwy 281 in Edinburg Texas being fully functional and operational as the County Morgue Facility.

I. Fees
- A. Full autopsy (head and body)
  1. Natural death: - $1,500
  2. Unnatural or Undetermined Manner of Death: $1,650
  3. Homicides: $1,750
- B Partial – $1,100
- C. External examinations – $1,000.
- D. Embalmed bodies - $2,250
- E. Exhumed bodies - $3,500
- F. Toxicology Only Cases- Fee from NMS Labs only
- G. Non-human skeletal remains
  1. 1-4 bones – no charge if no report stating non human remains
  2. 1-4 bones - $25 with report stating non human remains
  3. 5-10 bones - $50
  4. Greater than 10 bones with non human skeletal remains report - $75
- H. Single body part, small (e.g. finger or toe) with report - $150 (DNA interpretation included)
- I. Single body part large (e.g. arm, leg) with report including DNA interpretation (not a suspected homicide) $250
- J. Body part(s) suspected to be a homicide or from a kidnap victim- $1000. This fee will be deducted from the cost of the autopsy if the body is later found.
- K. Unknown tissue
  1. Uncomplicated less than 20lbs with report - $25
  2. Complicated less than 20lbs requiring additional testing with report (human vs nonhuman, sending DNA to University of North Texas, DNA interpretation. (microscopic slides extra) - $150
- L. Chart Review
  1. Non-homicide $250
  2. Homicide - $500 includes testimony

M. The cost of testimony by Dr. Farley on cases other than homicides (e.g. motor vehicle accidents, pedestrian struck by motor vehicle) will be billed to the County at a rate of $100 per hour. The hourly rate will include time spent on preparation, travel and testimony.

N. Review of material and/or testimony at the request of Hidalgo County on homicides or other individuals which were not autopsied by Dr Farley will be billed at a rate of $100/hour. The hourly rate will include preparation, travel, and testimony.

II. Autopsy cost includes:

A. Office manager, front lobby receptionist and administrator for Valley Forensics

B. CD of photographs for District Attorney's office and investigating agency on request.

C. Transcription costs.

D. Testimony for homicide cases at no charge; however, only while under contract.

E. Morgue supplies (gloves, knives, aprons, ect.)

F. Office supplies including Medicolegal Authorization forms for autopsies and property forms, other than computers, printers and other equipment necessary to assist the Autopsy Technicians, other county staff, and County Contractor(s).

G. Locum tenens pathologist as needed or a second full or part time pathologist as the autopsy case load increases.

III. Fees not included:

A. Histology and Microbiology

B. Toxicology – usually $162.00 to $270.00 per case possibly higher depending on the complexity of the case and decomposition of the body (most forensic cases – homicides, excited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed on some natural cases.

C. X-rays - $50 per X-ray (maximum charge of $150)

1. Performed using Valley Forensics, PLLC equipment and supplies.
2. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures).

D. Sexual Assault Kit - $50

E. DNA card – When requested by the investigative agency and obtained on all homicides - $2 per card.

F. DNA testing only when needed - usually homicides/decomposed bodies. These cases will be discussed with the Justice of the Peace and District Attorneys Office prior to testing.

G. Expert consultation:

1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year. Cost determined by Neuropathologist.
2. Eye pathology – retinal hemorrhage analysis – only if approved by District Attorney after consultation. Cost depends on laboratory used.
3. Dental Odontology – bite mark analysis. Only if approved by the District Attorney.

H. Physical evidence and ballistics.
    1. Collected at the time of autopsy and released to investigating agency (CD of photographs at no charge).
    2. Bullets will be released to investigating agency.

I. Prints of photographs – $25.00 to be paid by the requesting agency (CD of photographs at no charge).

J. Laboratory analysis when necessary (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic individuals when needed, microbiology on suspected infectious cases and infants when needed.

K. Maintenance or repair costs not included for any equipment or items not owned by Valley Forensics, PLLC.

IV. Hidalgo County Forensic Center autopsy facility

A. Morgue expenses and autopsy technicians (2) are the responsibility of Hidalgo County unless delineated elsewhere in this contract including but not limited to:
    1. Autopsy technicians – 2
    2. On call personnel for the morgue to answer telephone calls after hours only if the proposed working hours and emergency contact number after hours are not accepted by the County (working hours M-F, 8am-5pm).
    3. Security for the building (monitored access) and maintenance
    4. Medical/morgue biohazard material disposal, tissue disposal and waste disposal, including sharps (needle) pick up.
    5. All utilities for the building, janitorial and IT assistance to include internet service and telephone service.
    6. Building and grounds maintenance
    7. Towels, and/or towel service.

B. Autopsies will be performed at the renovated Hidalgo County Forensic Center.

V. Forensic services for Counties other than Hidalgo County

A. If the County and Dr Farley both agree to contract with other Texas Counties to provide autopsies and forensic services, such as currently established with Willacy County:
    1. The terms and conditions of the contracts must agreeable to Dr Farley and Hidalgo County
    2. Dr Farley will bill separately for autopsy fees and forensic services which shall belong solely to Dr Farley.
    3. Hidalgo County would establish a morgue fee for contracted counties for each autopsy performed at the Hidalgo County Forensic Center to compensate for services, including storage of body, autopsy technicians, and tissue and autopsy folder storage.
    4. Hidalgo County Autopsy Technicians shall assist the doctor(s) in performance of autopsies and forensic services for all autopsies.

VI. Transport

A. Dr. Farley may contract with a third party for the transportation of decedents at a cost not to exceed $125 per decedent, unless the County contracts with a third party vendor. The transport service under the supervision of Dr. Farley will report information to the morgue facility staff pertaining to the circumstances of each death, the investigative agency point of contact information, and the Justice of the Peace. All paperwork accompanying the body will be faxed to the pathologist or on call staff after hours. This information is necessary in order to determine if a case is suspicious for a homicide and may require additional information from law enforcement, medical staff or family members. Suspicious or homicide cases may need evidence collected, fingerprint identification and/or an autopsy after standard operating hours. More than half of the cases currently coming to the morgue facility have "unknown" circumstances written on the medicolegal authorization form with no other information provided.

B. If the County contracts with a third party vendor, vendor shall be responsible for the transport and delivery of corpses to the County morgue facility. Vendor shall report information to the morgue facility staff pertaining to the circumstances of each death, the investigative agency point of contact information, and the Justice of the Peace. A thirty ($30) fee shall be assessed in order to provide personnel to receive the corpse and obtain the necessary information and fax the paperwork on each corpse delivery after hours. A copy of the Justice of the Peace Order(s) shall be provided to the third party vendor, if requested.

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this _____ day of _____, 2016 by and between **HIDALGO COUNTY, TEXAS** (the "County") **and NORMA JEAN FARLEY, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper performance of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was sought by the County to provide turnkey autopsies and related services more particularly described in this Agreement and the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County, attached hereto as Exhibit "A"; and the Curriculum Vitae of Norma Jean Farley, M.D., attached hereto as Exhibit "B"; all of which are incorporated by reference herein and made a part of this Agreement;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in this Agreement and Exhibits A, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor will provide on call services 24 hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday and will have a pathologist, autopsy technician or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully described in this Agreement and in Exhibit "A" attached herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

> "A post mortem examination of the body of a person, including x-rays (as needed) and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order

to determine the nature and cause of death even when a complete post mortem examination of the body is not done." Contractor agrees to use proper professional standards and devote the time necessary to provide the Services on an as needed basis.

1.2 Equipment and Supplies. Contractor shall provide the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, reference histology lab services and reference toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis. Contractor will also provide equipment and supplies for the performance of autopsies. The equipment and supplies provided by Contractor may change, as necessary and by written agreement of the parties.

1. Tissue containers (at contracted facility only)
2. Counter top digital scale (for infants)
3. Formalin (at contracted facility only)
4. Camera, digital
5. Large measuring cups (at contracted facility only)
6. Ladles (small) (at contracted facility only)
7. Tea Strainer
8. Colander
9. Autopsy knives (do not need disposable)
10. Rib cutters (at contracted facility only)
11. Dissecting scissors
12. Autopsy Saws (at contracted facility only)
13. Short scissors
14. Forceps
15. Microscope
16. Histology Laboratory (reference)

17. Toxicology Laboratory (reference)
18. X-ray portable and processor

1.3 Logistics. Contractor will provide personnel, equipment, and supplies necessary to perform autopsy services as more fully described in this Agreement and in the attached Exhibit "A", which is made part of this Agreement.

1.4 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 Records. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate and secure filing system, accurate and complete records of each autopsy performed. Contractor shall be responsible for maintaining any electronic filing system purchased by Contractor up to date and secure in accordance with general IT standards. Records written, produced, collected, assembled, or maintained in connection with services provided under this agreement, shall be the considered records held on behalf of the County of Hidalgo. Upon termination of this Agreement, Contractor agrees to copy and deliver to County any electronic County of Hidalgo folders and/or autopsy photographs to County, on a County storage device, all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Availability of Contractor and Commencement of Autopsies. Contractor agrees to provide on call services (24) hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday (except on County holidays) and will have a pathologist, autopsy technician, or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully in this Agreement and in Exhibit "A" attached herein.

1.9 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding forty-eight (48) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the County having sole discretion to terminate this agreement effective immediately.

1.10 Method for Providing Service Orders to Contractor. The County shall make all requests for autopsies in writing, either by fax, personal delivery or by documents accompanying the corpse to the autopsy facility.

1.11 Criminal Proceedings. Contractor agrees to testify at the County's request, when necessary, in all criminal proceedings involving homicides and where an autopsy has been performed by the Contractor, or criminal proceeding involving homicides where an autopsy was not performed but materials were reviewed by the Contractor, as required by subpoena, including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, written reports including but not limited to all findings from the completed autopsy and all laboratory results. All reports, findings and results shall be submitted no later than thirty (30) business days after an autopsy and all ancillary tests are completed (i.e. toxicology, neuropathology, ballistics, DNA, sexual assault kit, etc.), with preliminary findings to be submitted to the Hidalgo County District Attorney's office or requesting agency within five (5) business days after the performance of an autopsy and/or by agreement of the parties.

1.12 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.13 Certification. The Contractor shall be board certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense and will provide general liability insurance covering her activities in providing services for the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et. seq., Texas Civil Practice and Remedies Code. The County shall be named as an Additional Insured under the Contractor's liability insurance policy. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. OBLIGATIONS OF THE COUNTY

4.1 The County shall be obligated to provide a facility for purposes of allowing Contractor to fulfill her obligations under this Agreement.

4.2 The County may provide the available funding to secure necessary personnel and/or staff, including but not limited to Autopsy Technicians, computers, printers, and other equipment necessary to assist the Autopsy Technicians, other

County staff, and/or County contractor(s), or as required by this Agreement and as more particularly described herein the attached Exhibit “A”.

4.3 Contractor agrees to make serving the County her medical practice priority. Contractor may practice at other institutions and locations when, in the reasonable opinion of the County, such other medical practice does not impair the fulfillment of her obligations under this Agreement or diminish the quality of service received by Hidalgo County. If, in the reasonable opinion of the County, the provision of Services are impaired or diminish due to another medical practice of the Contractor, then the County may unilaterally terminate this Agreement immediately without penalty.

4.4 Delivery of Corpses. The County, through a third party vendor (RFB. 2010-003-09-28-YZV), shall be responsible for the transport and delivery of corpses to the facility where autopsies shall be performed, unless arrangements are agreed upon by the County and Contractor.

5. PARTIES' RELATIONSHIP

5.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (as specified in paragraphs 1.2 above) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

6. TAXES AND BENEFITS

6.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. INCURRING FINANCIAL OBLIGATION

7.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. OTHER PERSONNEL

8.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor, until such time as the County designates the County Morgue Facility.

9. CONSULTATION

9.1 Consultation. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in the event the Contractor is absent or may not be available for a period exceeding forty-eight (48) hours.

10. FEES

10.1 Fees. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications. The County will pay Contractor no later than thirty (30) days from the time the County is invoiced for the Services.

11. NON-DISCRIMINATION

11.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

12. REGULATORY REQUIREMENTS

12.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

13. INDEMNIFICATION

13.1 THE 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 THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR TO THE EXTENT CONTRACTOR'S LIABILITY CARRIER PROVIDES A DEFENSE AND INDEMNITY. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED, AS PROVIDED IN PARAGRAPH 2.1 ABOVE.

13.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

14. TERMINATION OF AGREEMENT

14.1 Term. The initial term of this Agreement shall be twenty-four (36) months commencing December 20, 2016, and ending on December 20, 2019.

14.2 Renewal Option. The County and Contractor shall have the option to extend this Agreement for no more than two additional one (1) year terms under the same fees, rates, terms and conditions, **or** as amended by written agreement between the County and the Contractor. County shall provide the Contractor a minimum of sixty (60) days notice of its intent to renew this Agreement for the additional one (1) year terms.

14.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) To the extent provided under the law, any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally

perform services under this Agreement for a period in excess of thirty (120) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(B). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

14.4 Termination without Cause. The parties may terminate this Agreement without cause upon no less than sixty (60) days written notice.

14.5 Termination by mutual agreement. In the event a Medical Examiner System is established by the County, this Agreement will be terminated.

14.6 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

15. NOTICES

15.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor: Norma Jean Farley, M.D.
3100-A S. Bus. Hwy. 281
Edinburg, Texas 78539

If to County: Ramon Garcia County Judge
100 E. Cano
Edinburg, Texas 78540

16. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.

17. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

18. COMMITMENT OF CURRENT REVENUES

18.1 In the event that, during any term hereof, the governing body of any party

does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of each party hereto.

19. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

20. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

21. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

23. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

24. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

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 Contractor and County in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES on this the ___ day of _____, 20___.

_____

Norma Jean Farley, M.D.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTESTED

_____
Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

_____
By: Victor M. Garza
Assistant District Attorney

AI-57719 **Purchasing Department** **23. B. 1.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Recommendation by project engineers, LeFevre Engineering & Management Consulting, LLC, & TEDSI Infrastructure Group to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, subject to compliance with HB 1295 and SAM.gov , for the following FEMA projects in the amounts listed:

	PROJECT NAME	PROJECT NO.	AWARD RECOMMENDATION TO VENDOR:	AMOUNT:
1	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Indian Hills Subdivision	2016-399-12-07	IOC Company	$1,280,979.70
2	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 13 1/2 North Road, Mile 11 North Road, and Yvette Circle	2016-398-12-07	2GS, LLC dba Earthworks Enterprises	$519,662.30

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Raul Lozano, [unless otherwise voiced/announced by Current Commissioner] to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:**

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

BUDGETARY IMPACT:

FEMA EVENT	PW	SITE	ROAD	ACCT
4245	176	18	Campacuas	6-1280-431-00-121-828-5-XXX
4245	176	19	Cherokee	6-1280-431-00-121-829-5-XXX
4245	176	20	Santawan	6-1280-431-00-121-830-5-XXX
4245	176	21	Caddoe	6-1280-431-00-121-831-5-XXX
4245	176	22	Kickapoo	6-1280-431-00-121-832-5-XXX
4245	176	23	Wichita	6-1280-431-00-121-833-5-XXX
4245	176	24	Tejas	6-1280-431-00-121-834-5-XXX
4245	176	25	Shawnee	6-1280-431-00-121-835-5-XXX
4245	176	26	Cheyenne	6-1280-431-00-121-836-5-XXX
4245	176	27	Seminole	6-1280-431-00-121-837-5-XXX
4245	176	28	Creek Place	6-1280-431-00-121-838-5-XXX

Please note breakdown will be provided per road by engineer and/or construction vendor

FISCAL YEAR: 2016 **ACCT. #:**

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

BUDGETARY IMPACT:

4245 PW-90

Mile 13-1/2	6-1280-431-00-121-817-5-XXX
Mile 11	6-1280-431-00-121-818-5-XXX
Yvette Circle	6-1280-431-00-121-819-5-XXX

Attachments

TEDSI Recommendation Letter & Pct. 1 Approval
LeFEVRE Recommendation Letter & Pct. 1 Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/09/2016 03:36 PM
Budget & Management	Veronica Ortiz	12/09/2016 03:37 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Tanya Delira Started On: 12/08/2016 11:25 AM
Final Approval Date: 12/09/2016

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

December 7, 2016

Hon. Comm. A.C. Cuellar
Commissioner Pct. 1
2812 S. Business Highway 281
Edinburg, Texas 78539

RE: FEMA Road & Drainage Improvements – Indian Hills Subdivision
2016-399-12-07-FAZ - Award Recommendation

Dear Commissioner A.C. Cuellar:

Six bids were submitted for above captioned project by:

1. IOC Company
2. REIM Construction
3. 2GS, LLC dba Earthworks Enterprise
4. Foremost Paving
5. GLZ Construction, LLC
6. Jimmy Closner & Sons
7. FJW Construction

TEDSI found the following errors in the final bid amounts submitted by the above noted bidders:

1. GLZ: Unit Totals incorrect for Bid Items 0110 and 0247. Corrected Total Bid amount: $1,398,823.50.
2. GLZ & REIM: Did not submit Addendum No. 1 with the Bid Documents, as required.

Recommendations

TEDSI recommends award of the project to IOC Company for a total of ($1,280,979.70).

Should you should have any questions, please do not hesitate to contact me.

Sincerely,
TEDSI Infrastructure Group, Inc.

Jason M. Adams

for

Mark D. Corbitt, P.E.
Project Manager

Enclosures: Bid Analysis, Bid Tabulations

BID ANALYSIS

Bid No. 2016-399-12-07-FAZ - FEMA Road & Drainage Improvements - Indian Hills Subdivision

BASE BID				Engineer's Estimate		APPARENT LOW BIDDER IOC COMPANY INC.			REIM CONSTRUCTION INC.			F.W CONSTRUCTION			FOREMOST PAVING INC.			2GS LLC.			GL2 CONSTRUCTION			JIMMY CLOSNER & SONS		
SPEC. No.	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-
0110	EXCAVATION (ROADWAY)	13,439	CY	$4.50	$61,819.40	$13.30	$178,738.70	+189.1%	$2.70	$36,285.30	-41.3%	$8.00	$107,512.00	+73.9%	$13.00	$174,707.00	+182.6%	$10.50	$141,109.50	+128.3%	$4.50	$60,475.50	-2.2%	$16.50	$221,743.50	+258.7%
0204	SPRINKLING (DUST CONTROL)	97	MG	$11.00	$1,067.00	$25.00	$2,425.00	+127.3%	$17.00	$1,648.00	+54.5%	$300.00	$29,100.00	+2627.3%	$26.00	$2,522.00	+136.4%	$50.00	$4,850.00	+354.5%	$250.00	$24,250.00	+2172.7%	$50.00	$4,850.00	+354.5%
0215	PROOF ROLLING	40	HR	$80.00	$3,200.00	$50.00	$2,000.00	-37.5%	$50.00	$2,000.00	-37.5%	$100.00	$4,000.00	+25.0%	$70.00	$2,800.00	-12.5%	$100.00	$4,000.00	+25.0%	$325.00	$13,000.00	+306.3%	$100.00	$4,000.00	+25.0%
0247	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	10,751	CY	$33.00	$354,783.00	$28.50	$306,403.50	-13.6%	$37.00	$397,787.00	+12.1%	$40.50	$435,415.50	+22.7%	$27.00	$290,277.00	-18.2%	$20.00	$215,020.00	-39.4%	$24.00	$257,599.50	-24.5%	$41.90	$450,466.90	+27.0%
0260	LIME TRT (NEW BASE)(8")	48,381	SY	$2.40	$116,114.40	$2.00	$96,762.00	-16.7%	$0.80	$38,704.80	-66.7%	$1.00	$48,381.00	-58.3%	$2.25	$108,857.25	-6.3%	$1.00	$48,381.00	-58.3%	$2.00	$96,762.00	-16.7%	$0.25	$12,095.25	-89.6%
0260	LIME TRT (EXIST MATL)(12")	48,381	SY	$1.80	$87,085.80	$2.00	$96,762.00	+11.1%	$2.15	$104,019.15	+19.4%	$3.00	$145,143.00	+66.7%	$4.50	$217,714.50	+150.0%	$1.50	$72,571.50	-16.7%	$2.10	$101,600.10	+16.7%	$5.00	$241,905.00	+177.8%
0260	LIME (HYD, COM, OR QK(SLURRY))	1,295	TON	$170.00	$220,150.00	$100.00	$129,500.00	-41.2%	$153.00	$198,135.00	-10.0%	$200.00	$259,000.00	+17.6%	$185.00	$239,575.00	+8.8%	$200.00	$259,000.00	+17.6%	$190.00	$246,050.00	+11.8%	$180.00	$246,050.00	+11.8%
0310	PRIME COAT (MC-30)	9,676	GAL	$3.90	$37,736.40	$3.50	$33,866.00	-10.3%	$4.75	$45,961.00	+21.8%	$5.75	$55,637.00	+47.4%	$3.00	$38,704.00	+2.6%	$3.00	$38,704.00	+2.6%	$3.50	$48,380.00	+28.2%	$4.50	$43,542.00	+15.4%
0315	ASPH (AC-10)	4,838	GAL	$3.00	$14,514.00	$1.25	$6,047.50	-58.3%	$0.25	$1,209.50	-91.7%	$5.75	$27,818.50	+91.7%	$3.00	$14,514.00	+0.0%	$3.00	$14,514.00	+0.0%	$4.50	$21,771.00	+50.0%	$4.50	$21,771.00	+50.0%
0341	D-GR HMA TY-D SAC-A PG76-22	5,515	TON	$80.00	$441,200.00	$65.00	$358,475.00	-18.8%	$80.00	$441,200.00	+0.0%	$96.00	$529,440.00	+20.0%	$78.00	$430,170.00	-2.5%	$85.00	$468,775.00	+6.3%	$96.00	$490,835.00	+11.3%	$99.00	$545,985.00	+23.8%
7000	STORMWATER POLLUTION PREVENTION PLAN *	1	LS	$15,000.00	$15,000.00	$10,000.00	$10,000.00	-33.3%	$9,000.00	$9,000.00	-40.0%	$10,000.00	$10,000.00	-33.3%	$9,000.00	$9,000.00	-40.0%	$3,000.00	$3,000.00	-80.0%	$15,000.00	$15,000.00	+0.0%	$4,500.00	$4,500.00	-70.0%
8000	TRAFFIC CONTROL PLAN **	6	MO	$1,500.00	$9,000.00	$10,000.00	$60,000.00	+566.7%	$900.00	$5,400.00	-40.0%	$2,000.00	$12,000.00	+33.3%	$3,000.00	$18,000.00	+100.0%	$3,000.00	$18,000.00	+100.0%		$13,000.00	-100.0%	$2,500.00	$15,000.00	+66.7%
TOTAL FOR BASE BID				$1,361,670.00		$1,280,979.70		-5.9%	$1,281,350.75		-5.9%	$1,663,447.00		+22.2%	$1,546,840.75		+13.6%	$1,287,925.00		-5.4%	$1,398,823.50		+2.7%	$1,811,908.65		+33.1%

CONSULTANT ANALYSIS OF BIDS:

Bidder did not submit a bid on a line item

Bidder did not include Addendum with Bid

Incorrect Total

Mark D. Corbitt, P.E. TEDSI Infrastructure Group, Inc.
NAME/SIGNATURE

12/7/2016
DATE

Zimbra **tanya.delira@co.hidalgo.tx.us**

Fwd: Indian Hills Bid Evaluation

From : Raul Lozano <raul.lozano@co.hidalgo.tx.us> Thu, Dec 08, 2016 11:10 AM
Subject : Fwd: Indian Hills Bid Evaluation 2 attachments
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Cc : Tanya De Lira <tanya.delira@co.hidalgo.tx.us>, Mark Corbitt <mcorbitt@tedsi.com>, Yolanda Estrada <yolanda.estrada@co.hidalgo.tx.us>

External images are not displayed. Display images below

commissioner pct. 1 concurs with project engineer recommendation. Please proceed in placing item on agenda for Dec. 13

RAUL LOZANO
Chief Administrator

Hidalgo County Pct.1
COMMISSIONER A.C. CUELLAR, JR.
1902 Joe Stephens, Ste. 101
Weslaco, TX 78599
Office 956.968.8733 ext. 1010
Fax: 956.969.1417
raul.lozano@co.hidalgo.tx.us

www.co.hidalgo.tx.us/pct1
https://www.facebook.com/accuellarjr

----- Forwarded Message -----
From: Jason Adams <JAdams@tedsi.com>
To: Raul Lozano <raul.lozano@co.hidalgo.tx.us>
Cc: Mark Corbitt <MCorbitt@tedsi.com>
Sent: Wed, 07 Dec 2016 15:01:24 -0600 (CST)
Subject: Indian Hills Bid Evaluation

Mr. Lozano,

Please find attached the bid evaluation and award recommendation for the Indian Hills project.

Please let us know if you have any questions.

Respectfully,

Jason M. Adams, E.I.T.

TEDSI Infrastructure Group

Consulting Engineers

1201 E. Expressway 83

Mission, Texas 78572

956-424-7898

956-424-7022 (Fax)

956-289-3137 (Cell)

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

2016-12-07 - Indian Hills - Award Recommendation-signed.pdf
208 KB

2016-12-07 - Indian Hills - Bid Analysis.pdf
96 KB

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

December 7, 2016

Comm. A.C. Cuellar, Jr.
Hidalgo County Precinct No. 1
1902 Joe Stephens, Ste. 101
Weslaco, Texas 78596

Re: Hidalgo County Precinct No. 1 – FEMA Road & Drainage Improvements:
Mile 13 ½ North Road, Mile 11 North Road & Yvette Circle
LEMC No. 203

Dear Commissioner Cuellar:

On Wednesday, December 7, 2016, bids were received and opened for FEMA Road & Drainage Improvements Project – Mile 13 ½ North Road, Mile 11 North Road & Yvette Circle located in Hidalgo County, Texas. A total of nine (9) bids were received, in which, LeFevre Engineering & Management Consulting, LLC (LEMC) reviewed the submitted proposals and compiled the bid tabulation as attached.

In review of the tabulated items and provided information, LEMC recommends:

2GS, LLC dba Earthworks Enterprise with Low Bid in the amount of

Mile 13 ½ North Road - $188,376.90
Mile 11 North Road - $174,383.15
Yvette Circle - $156,902.25

Grand Total = $519,662.30

It has been LEMC's pleasure to work with Hidalgo County Precinct No. 1 on this project, and look forward to continue to do so. Should you have any questions or concerns, please do not hesitate to contact our office at (956) 687-5362.

Sincerely,

Richard LeFevre, P.E., C.F.M.
President

FINAL BID TABULATION
FOR
FEMA Road Drainage Improvements
Hidalgo County Precinct No. 1 - Mile 13.5, Mile 11 Yvette Circle

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.5362
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

Civil Engineering
Environmental Engineering
Planning
Project Management

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	BIDDER #1 UNIT PRICE	BIDDER #1 TOTAL PRICE	BIDDER #2 UNIT PRICE	BIDDER #2 TOTAL PRICE	BIDDER #3 UNIT PRICE	BIDDER #3 TOTAL PRICE	BIDDER #4 UNIT PRICE	BIDDER #4 TOTAL PRICE	BIDDER #5 UNIT PRICE	BIDDER #5 TOTAL PRICE	BIDDER #6 UNIT PRICE	BIDDER #6 TOTAL PRICE	BIDDER #7 UNIT PRICE	BIDDER #7 TOTAL PRICE	BIDDER #8 UNIT PRICE	BIDDER #8 TOTAL PRICE	BIDDER #9 UNIT PRICE	BIDDER #9 TOTAL PRICE
				2GS, LLC dba Earthworks Enterprise		M.I.A. Construction, LLC		Texas Cordia Construction		IOC Company, LLC		J.U. Construction		GHH Company, LLC		RDH Site and Concrete LLC		FJW Construction		Jimmy Cloaner & Sons	
2020 Hidalgo County Precinct No. 1 FEMA Road & Drainage Improvements - Mile 13 1/2 North, Mile 11 North & Yvette Circle																					
BASE BID - FEMA Road Drainage Improvements - Mile 13 1/2 North Road																					
1-1	Mobilization.	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 6,700.00	$ 6,700.00	$ 20,000.00	$ 20,000.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00
1-2	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas	LS	1	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 6,000.00	$ 6,000.00	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00	$ 4,500.00	$ 4,500.00
1-3	Excavate and haul away for reclamation 2-inch deep Asphalt wear surface and 4-inches of Caliche base. Note: base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base.	SY	8,214	$ 2.75	$ 22,588.50	$ 3.85	$ 32,445.30	$ 2.00	$ 16,428.00	$ 4.75	$ 39,016.50	$ 3.00	$ 24,642.00	$ 5.00	$ 41,070.00	$ 6.70	$ 55,033.80	$ 9.35	$ 76,800.90	$ 4.70	$ 38,605.80
1-4	Install Basalt Geogrid #1200 material over Sub Base	SY	8,214	$ 2.00	$ 16,428.00	$ 1.35	$ 11,088.90	$ 2.50	$ 20,535.00	$ 1.25	$ 10,267.50	$ 3.50	$ 28,749.00	$ 0.90	$ 7,392.60	$ 3.65	$ 29,981.10	$ 1.90	$ 15,606.60	$ 3.00	$ 24,643.00
1-5	Furnish and Install 6-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder.	SY	8,214	$ 5.60	$ 45,998.40	$ 4.50	$ 36,963.00	$ 6.00	$ 49,284.00	$ 5.48	$ 45,012.72	$ 7.50	$ 61,605.00	$ 6.00	$ 49,284.00	$ 7.00	$ 57,498.00	$ 6.50	$ 53,391.00	$ 8.50	$ 69,819.00
1-6	Furnish and Apply a 1.5% Lime Treatment to the Caliche Base Material.	SY	8,214	$ 1.00	$ 8,214.00	$ 1.32	$ 10,842.48	$ 1.80	$ 14,785.20	$ 1.50	$ 12,321.00	$ 3.00	$ 24,642.00	$ 1.50	$ 12,321.00	$ 4.50	$ 36,963.00	$ 2.00	$ 16,428.00	$ 5.00	$ 41,070.00
1-7	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphaltic material on Caliche Base surface.	SY	7,040	$ 0.80	$ 5,632.00	$ 1.60	$ 11,264.00	$ 1.00	$ 7,040.00	$ 0.75	$ 5,280.00	$ 2.50	$ 17,600.00	$ 7.00	$ 49,280.00	$ 1.00	$ 7,040.00	$ 1.30	$ 9,152.00	$ 1.20	$ 8,448.00
1-8	Furnish, Install and Roll a 2inch deep HMAC Type "D" Asphalt wear surface.	SY	7,040	$ 9.50	$ 66,880.00	$ 10.75	$ 75,680.00	$ 9.00	$ 63,360.00	$ 8.75	$ 61,600.00	$ 11.00	$ 77,440.00	$ 12.00	$ 84,480.00	$ 10.00	$ 70,400.00	$ 10.75	$ 75,680.00	$ 11.50	$ 80,960.00
1-9	Install pavement marking and lines.	SY	7,040	$ 0.63	$ 4,576.00	$ 0.62	$ 4,364.80	$ 0.50	$ 3,520.00	$ 0.47	$ 3,308.80	$ 0.50	$ 3,520.00	$ 0.70	$ 4,928.00	$ 0.50	$ 3,520.00	$ 0.50	$ 3,520.00	$ 0.75	$ 5,280.00
1-10	Regrade Roadside Ditches	LF	5,280	$ 2.00	$ 10,560.00	$ 2.00	$ 10,560.00	$ 4.40	$ 23,232.00	$ 2.35	$ 12,408.00	$ 3.00	$ 15,840.00	$ 1.50	$ 7,920.00	$ 2.00	$ 10,560.00	$ 4.00	$ 21,120.00	$ 3.00	$ 15,840.00
	FEMA Improvements - Mile 13 1/2 North -GRAND TOTAL:			$ 188,376.90		$ 201,208.48		$ 210,884.20		$ 219,214.52		$ 261,538.00		$ 257,675.60		$ 275,995.90		$ 280,698.50		$ 299,164.80	
BASE BID - FEMA Road & Drainage Improvements - Mile 11 North Road																					
1-1	Mobilization.	LS	1	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 6,700.00	$ 6,700.00	$ 20,000.00	$ 20,000.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00
1-2	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas	LS	1	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 6,000.00	$ 6,000.00	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00	$ 4,500.00	$ 4,500.00
1-3	Excavate and haul away for reclamation 2-inch deep Asphalt wear surface and 4-inches of Caliche base. Note: base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base.	SY	7,627	$ 2.75	$ 20,974.25	$ 3.85	$ 30,126.65	$ 2.00	$ 15,254.00	$ 4.75	$ 36,223.25	$ 3.00	$ 22,881.00	$ 5.00	$ 38,135.00	$ 6.70	$ 51,100.90	$ 9.35	$ 71,312.45	$ 4.70	$ 35,846.90
1-4	Install Basalt Geogrid #1200 material over Sub Base	SY	7,627	$ 2.00	$ 15,254.00	$ 1.35	$ 10,296.45	$ 2.50	$ 19,067.50	$ 1.25	$ 9,533.75	$ 3.50	$ 26,694.50	$ 0.90	$ 6,864.30	$ 3.65	$ 27,834.55	$ 1.90	$ 14,491.30	$ 3.00	$ 22,881.00
1-5	Furnish and Install 6-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder.	SY	7,627	$ 5.70	$ 43,473.90	$ 4.50	$ 34,321.50	$ 6.00	$ 45,762.00	$ 5.55	$ 42,329.85	$ 7.50	$ 57,202.50	$ 7.00	$ 53,389.00	$ 7.00	$ 53,389.00	$ 6.50	$ 49,575.50	$ 8.50	$ 64,829.50
1-6	Furnish and Apply a 1.5% Lime Treatment	SY	7,627	$ 1.00	$ 7,627.00	$ 1.32	$ 10,067.64	$ 1.80	$ 13,728.60	$ 1.50	$ 11,440.50	$ 3.00	$ 22,881.00	$ 1.50	$ 11,440.50	$ 4.50	$ 34,321.50	$ 2.00	$ 15,254.00	$ 6.00	$ 34,134.00
1-7	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphaltic material on Caliche Base surface.	SY	6,454	$ 0.80	$ 5,163.20	$ 1.60	$ 10,326.40	$ 1.00	$ 6,454.00	$ 0.75	$ 4,840.50	$ 2.50	$ 16,135.00	$ 6.00	$ 38,724.00	$ 1.00	$ 6,454.00	$ 1.30	$ 8,390.20	$ 1.20	$ 7,744.80
1-8	Furnish, Install and Roll a 2inch deep HMAC Type "D" Asphalt wear surface.	SY	6,454	$ 9.50	$ 61,313.00	$ 10.75	$ 69,360.50	$ 9.00	$ 58,086.00	$ 8.25	$ 53,245.50	$ 11.00	$ 70,994.00	$ 12.00	$ 77,448.00	$ 10.00	$ 64,540.00	$ 10.75	$ 69,360.50	$ 11.50	$ 74,221.00
1-9	Install pavement marking and lines.	SY	6,454	$ 0.70	$ 4,517.80	$ 0.62	$ 4,001.43	$ 0.50	$ 3,227.00	$ 0.52	$ 3,356.08	$ 0.50	$ 3,227.00	$ 0.70	$ 4,517.80	$ 0.50	$ 3,227.00	$ 0.50	$ 3,227.00	$ 0.75	$ 4,840.50
1-10	Regrade Roadside Ditches	LF	5,280	$ 2.00	$ 10,560.00	$ 2.00	$ 10,560.00	$ 4.40	$ 23,232.00	$ 2.35	$ 12,408.00	$ 3.00	$ 15,840.00	$ 1.50	$ 7,920.00	$ 2.00	$ 10,560.00	$ 4.00	$ 21,120.00	$ 3.00	$ 15,840.00
	FEMA Improvements - Mile 11 North -GRAND TOTAL:			$ 174,383.15		★ $ 187,080.62		$ 197,511.10		$ 203,382.43		$ 243,355.00		$ 239,438.60		$ 256,430.95		$ 261,750.95		$ 278,838.70	
BASE BID - FEMA Road & Drainage Improvements - Yvette Circle																					
1-1	Mobilization.	LS	1	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00	$ 6,700.00	$ 6,700.00	$ 20,000.00	$ 20,000.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00
1-2	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas	LS	1	$ 2,500.00	$ 2,500.00	$ 3,500.00	$ 3,500.00	$ 6,000.00	$ 6,000.00	$ 15,000.00	$ 15,000.00	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00	$ 4,500.00	$ 4,500.00
1-3	Excavate and haul away for reclamation 2-inch deep Asphalt wear surface and 4-inches of Caliche base. Note: base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base.	SY	7,007	$ 2.75	$ 19,269.25	$ 3.95	$ 27,677.65	$ 2.00	$ 14,014.00	$ 4.84	$ 34,614.58	$ 3.00	$ 21,021.00	$ 5.00	$ 35,035.00	$ 6.70	$ 46,946.90	$ 9.35	$ 65,513.45	$ 4.70	$ 32,932.90
1-4	Install Basalt Geogrid #1200 material over Sub Base	SY	7,007	$ 2.00	$ 14,014.00	$ 1.35	$ 9,459.45	$ 2.50	$ 17,517.50	$ 1.25	$ 8,758.75	$ 3.50	$ 24,524.50	$ 0.90	$ 6,306.30	$ 3.65	$ 25,575.55	$ 1.90	★ $ 13,313.30	$ 3.00	$ 21,021.00
1-5	Furnish and Install 6-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder.	SY	7,007	$ 5.70	$ 39,939.90	$ 4.50	$ 31,531.50	$ 6.00	$ 42,042.00	$ 5.48	$ 38,398.36	$ 7.50	$ 52,552.50	$ 6.00	$ 42,042.00	$ 7.00	$ 49,049.00	$ 6.50	$ 45,545.50	$ 8.50	$ 59,559.50
1-6	Furnish and Apply a 1.5% Lime Treatment to the Caliche Base Material.	SY	7,007	$ 1.00	$ 7,007.00	$ 1.32	$ 9,249.24	$ 1.80	$ 12,612.60	$ 1.50	$ 10,510.50	$ 3.00	$ 21,021.00	$ 2.00	$ 14,014.00	$ 4.50	$ 31,531.50	$ 2.00	$ 14,014.00	$ 5.00	$ 35,035.00
1-7	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphaltic material on Caliche Base surface.	SY	7,007	$ 0.80	$ 5,605.60	$ 1.60	$ 11,211.20	$ 1.00	$ 7,007.00	$ 0.75	$ 5,255.25	$ 2.50	$ 17,517.50	$ 7.00	$ 49,049.00	$ 1.00	$ 7,007.00	$ 1.30	$ 9,109.10	$ 1.20	$ 8,408.40
1-8	Furnish, Install and Roll a 2inch deep HMAC Type "D" Asphalt wear surface.	SY	7,007	$ 9.50	$ 66,566.50	$ 10.75	$ 75,325.25	$ 9.00	$ 63,063.00	$ 8.50	$ 59,559.50	$ 11.00	$ 77,077.00	$ 12.00	$ 84,084.00	$ 10.00	$ 70,070.00	$ 10.75	$ 75,325.25	$ 11.50	$ 80,580.50
	FEMA Road Improvements - Yvette Circle -GRAND TOTAL:			$ 156,902.25		$ 171,954.29		$ 168,956.10		$ 192,096.94		$ 221,213.50		$ 231,530.30		$ 235,179.95		★ $ 231,822.60		$ 252,037.30	
	FEMA Road Improvements - Mile 13 1/2 North -TOTAL:			$ 188,376.90		$ 201,208.48		$ 210,884.20		$ 219,214.52		$ 261,538.00		$ 257,675.60		$ 275,995.90		$ 280,698.50		$ 299,164.80	
	FEMA Road Improvements - Mile 11 North -TOTAL:			$ 174,383.15		★ $ 187,080.62		$ 197,511.10		$ 203,382.43		$ 243,355.00		$ 239,438.60		$ 256,430.95		$ 261,750.95		$ 278,838.70	
	FEMA Road Improvements - Yvette Circle -TOTAL:			$ 156,902.25		$ 171,954.29		$ 168,956.10		$ 192,096.94		$ 221,213.50		$ 231,530.30		$ 235,179.95		★ $ 231,822.60		$ 252,037.30	
	GRAND TOTAL:			$ 519,662.30		$ 560,243.39		$ 577,351.40		$ 614,693.89		$ 726,106.50		$ 728,644.50		$ 767,606.80		★ $ 774,272.05		$ 830,040.80	

★ Mathematical Error

Pct.1-Yvette Circle, Mile 13 N.

From: Raul Lozano

To: Martha Salazar

Cc: Tanya De Lira Rey Salazar Emigdio Salinas

Commissioner concurs with Project Engineer recommendation. Please place item on December 13th agend

RAUL LOZANO
Chief Administrator

Hidalgo County Pct.1
COMMISSIONER A.C. CUELLAR, JR.
1902 Joe Stephens, Ste. 101
Weslaco, TX 78599
Office 956.968.8733 ext. 1010
Fax: 956.969.1417
raul.lozano@co.hidalgo.tx.us

www.co.hidalgo.tx.us/pct1
https://www.facebook.com/accuellarjr

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78599

PH:956.968.8733
FAX:956.969.1417

December 8, 2016

Hidalgo County Purchasing Department
Attn: Martha Salazar
2802 S. Business Hwy. 281
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 11 N Road Project

Dear Ms. Salazar,

This is to inform you that Hidalgo County Precinct No. 1 is in concurrence with recommendation submitted by LeFevre Engineering & Management Consulting LLC. Please proceed with submitting to County Commissioners' Court for the approval of the construction contract.

Should you have any questions or concerns, please do not hesitate to contact my office at (956) 968-8733.

Respectfully submitted,

Raul Lozano
Chief Administrator

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78599

PH:956.968.8733
FAX:956.969.1417

December 8, 2016

Hidalgo County Purchasing Department
Attn: Martha Salazar
2802 S. Business Hwy. 281
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 13 1/2 Road Project

Dear Ms. Salazar,

This is to inform you that Hidalgo County Precinct No. 1 is in concurrence with recommendation submitted by LeFevre Engineering & Management Consulting LLC. Please proceed with submitting to County Commissioners' Court for the approval of the construction contract.

Should you have any questions or concerns, please do not hesitate to contact my office at (956) 968-8733.

Respectfully submitted,

Raul Lozano
Chief Administrator

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78599

PH:956.968.8733
FAX:956.969.1417

December 8, 2016

Hidalgo County Purchasing Department
Attn: Martha Salazar
2802 S. Business Hwy. 281
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Yvette Circle Road Project

Dear Ms. Salazar,

This is to inform you that Hidalgo County Precinct No. 1 is in concurrence with recommendation submitted by LeFevre Engineering & Management Consulting LLC. Please proceed with submitting to County Commissioners' Court for the approval of the construction contract.

Should you have any questions or concerns, please do not hesitate to contact my office at (956) 968-8733.

Respectfully submitted,

Raul Lozano
Chief Administrator

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

AI-57645 **Purchasing Department** **23. B. 2.**

CC - REGULAR

Meeting Date: 12/13/2016

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 # 752757,753067, 751919
- Requisition: 310264,310267,310255,310236

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

Available balances for requisitions below as of 12/09/16
Req 310267
Req 310236
Req 310255
Req 310264

6-1200-431-00-121-005-0-430
PO 752757 available balance 12/09/16

6-1350-431-00-121-229-0-721/841
PO 753067 available balance 12/09/16

6-1350-431-00-121-216-0-721
PO 751919 available balance 12/09/16

Attachments

Req 310267
Req 310236
Req 310255
Req 310264
Po increase 752757
PO Increase 753067
PO Increase 751919

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/09/2016 02:46 PM
Budget & Management	Veronica Ortiz	12/09/2016 02:51 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Elena Gomez		Started On: 12/05/2016 04:00 PM
Final Approval Date: 12/09/2016		

Requisition

Req # 00310267

PO #

Date: 12/05/16

Bill To: x
x

Vendor : 303313
ASAGO, LLC DBA ASAGO CONSTRUCTION
2113 PECOS ST.
MISSION TX 78572
FAX (956)585-7040

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: RAUL LOZANO
956-968-8733

Contract No: C-16-363-11-01

Special Instructions:
RY153

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-16-363-11-01		
1.00	EACH	CC HIDALGO COUNTY PRECINCT NO. 1 - FEMA ROAD & DRAINAGE IMPROVEMENTS - MILE 2 1/2 EAST ROAD	234,213.30	234,213.30
		Account No	Encumbrance	
		6-1280-431-00-121-811-5-721	234,213.30	
			Freight	.00
			Total	234,213.30

Authorized By: _____

BID DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

HIDALGO COUNTY PRECINCT NO. 1

FEMA Road Drainage Improvements Work Authorization No. 3:

Mile 2 ½ East Road (between Mile 3 North and Mile 4 North Road, Mercedes, Texas)

FILED
AT 12:30 O'CLOCK PM
NOV 29 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Hidalgo County Precinct 1

Hidalgo County, Texas
September 2016

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER

4/21/16

Richard LeFevre, PE, CFM

Civil Engineer:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-363-11-01

This Agreement, entered into this 1st day of November,2016 by and between Hidalgo County (hereinafter called the "OWNER," and, Asago, LLC dba Asago Construction (a limited liability company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements – Mile 2 ½ East Road

Hereinafter called the project, for the sum of $234,213.30 (Two Hundred Thirty-Four Thousand Two Hundred and Thirteen Dollars and Thirty Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by LeFevre Engineering & Management Consulting, LLC, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 150 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, 1st of November, 2016.

CONTRACTOR: _____
Print Name & Title: Raul Iglesias, Manager
Name of Firm: Asago, LLC dba Asago Construction
Address: 2113 Pecos Street, Mission, Texas 78572
Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 9th day of NOVEMBER, 2016, by Member (Title) Of and on behalf of Asago, LLC (a limited liability company)

_____
Notary Public-Signature

ELIZABETH HERNANDEZ
Notary Public, State of Texas
ID# 12601249-2
My Commission Expires
01-25-2019

APPROVED AS TO FORM:
Atlas, Hall Rodriguez, L.L.P.

BY: _____ DATE: _____
Stephen L. Crain

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 11/22/16

BID PAGE

Hidalgo County
Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements Work Authorization No. 3: Mile 2 ½ East Road (between Mile 3 North and Mile 4 North, Mercedes, Texas)
Bid No.: 2016-363-10-19-TDL

SCOPE OF WORK DESCRIPTION:
Drainage Improvements to Mile 2 ½ East

BID PRICE: $ 234,213.30

BIDDER/COMPANY NAME: Asago, LLC dba Asago Construction

ADDRESS: 2113 Pecos St.

CITY/STATE/ZIP CODE: Mission, TX 78572

PHONE & FAX NO.'S: 956-607-0741 & 956-585-7040

CELLULAR #: 956-279-9787

AUTHORIZED SIGNATURE:

PRINTED NAME: Raul Iglesias

TITLE: Member

9:57 10-19-16

Witnessed

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2016

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
San Juan Insurance Agency, Inc DBA
Valley Ins Providers &/or Truckers Ins
PO Drawer 3783
McAllen TX 78502-

CONTACT NAME: Elizabeth Hernandez
PHONE (A/C, No, Ext): 956 781-6663 ext 226
FAX (A/C, No): (956)702-7556
E-MAIL ADDRESS: ehernandez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Technology Insurance Co., Inc.	
INSURER B: Texas Mutual Insurance Co	22945
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ASAGO, LLC.
ASAGO CONSTRUCTION
2113 Pecos 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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		TPP1058291 03	07/15/2016	07/15/2017	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 $ 50,000 $EXCLUDED $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS			TSF0001134832-4	07/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	[ ] UMBRELLA LIAB X OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			86379T160ALI	07/15/2016	07/15/2017	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	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			TSF0001134832-4	07/15/2016	07/15/2017	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
B	EQUIPMENT FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT	275,577
B	INSTALLATION FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT Equipment Leased/Rented	365,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: HIDALGO COUNTY PRECINCT NO. 1- FEMA ROAD DRAINAGE IMPROVEMENTS - MILE 2 1/2 EAST ROAD

SEE ATTACHED VEHICLE SCHEDULES

AI 017585

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 J Young

Fax: ( ) -

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Requisition

Req # 00310236

PO #

Date: 12/02/16

Bill To: x
x

Vendor : 303313
ASAGO, LLC DBA ASAGO CONSTRUCTION
2113 PECOS ST.
MISSION TX 78572
FAX (956)585-7040

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: RLOZANO
956-968-8733

Contract No: C-16-362-11-01

Special Instructions:
RK149

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-16-362-11-01		
		DO NOT DUPLICATE ORDER		
1.00	EACH	HIDALGO COUNTY PRECINCT NO. 1 - FEMA ROAD & DRAINAGE IMPROVEMENTS TO: MILE 2 EAST ROAD	164,927.97	164,927.97
		Account No	Encumbrance	
		6-1280-431-00-121-810-5-721	164,927.97	
			Freight	.00
			Total	164,927.97
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

BID DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

HIDALGO COUNTY PRECINCT NO. 1

FEMA Road Drainage Improvements Work Authorization No. 2:

Mile 2 East Road (between address 4254 and Mile 4 North, Mercedes, Texas)

Hidalgo County Precinct 1

Hidalgo County, Texas
September 2016

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER

7/21/16

Richard LeFevre, PE, CFM

Civil Engineer:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.8363

Texas Registered Engineering Firm F-11722

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-362-11-01

This Agreement, entered into this 1st day of November,2016 by and between Hidalgo County (hereinafter called the "OWNER," and, Asago, LLC dba Asago Construction (a limited liability company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements – Mile 2 East Road

Hereinafter called the project, for the sum of $164,927.97 (One Hundred Sixty-Four Thousand Nine Hundred and Twenty-Seven Dollars and Ninety-Seven Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by LeFevre Engineering & Management Consulting, LLC, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, 1st of November, 2016.

CONTRACTOR: _____
Print Name & Title: Raul Iglesias, Manager
Name of Firm: Asago, LLC dba Asago Construction
Address: 2113 Pecos Street, Mission, Texas 78572
Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 9th day of NOVEMBER, 2016, by Member (Title) Of and on behalf of Asago, LLC (a limited liability company)

_____
Notary Public-Signature

ELIZABETH HERNANDEZ
Notary Public, State of Texas
ID# 12601249-2
My Commission Expires
01-25-2019

APPROVED AS TO FORM:
Atlas, Hall Rodriguez, L.L.P.

BY: _____
Stephen L. Crain

DATE: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia, County Judge

BID PAGE

Hidalgo County
Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements Work Authorization No. 2: Mile 2 East (between address 4254 and Mile 4 North, Mercedes, Texas)
Bid No.: 2016-362-10-19-SGS

SCOPE OF WORK DESCRIPTION:
Drainage Improvements to Mile 2 East

BID PRICE: $ 184,927.97

BIDDER/COMPANY NAME: ASAGO, LLC dba ASAGO CONSTRUCTION

ADDRESS: 2113 PECOS ST.

CITY/STATE/ZIP CODE: MISSION, TX 78572

PHONE & FAX NO.'S: 956-607-0741 & 956-585-7040

CELLULAR #: 956-279-9787

AUTHORIZED SIGNATURE:

PRINTED NAME: RAUL IGLESIAS

TITLE: MEMBER

952 10-19-16

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2016

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
San Juan Insurance Agency, Inc DBA Valley Ins Providers &/or Truckers Ins
PO Drawer 3783
McAllen TX 78502-

CONTACT NAME: Elizabeth Hernandez
PHONE (A/C, No, Ext): 956 781-6663 ext 226
FAX (A/C, No): (956)702-7556
E-MAIL ADDRESS: ehernandez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Technology Insurance Co., Inc.	
INSURER B: Texas Mutual Insurance Co	22945
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ASAGO, LLC.
ASAGO CONSTRUCTION
2113 Pecos 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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		TPP1058291 03	07/15/2016	07/15/2017	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 $ 50,000 $EXCLUDED $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			TSF0001134832-4	07/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			86379T160ALI	07/15/2016	07/15/2017	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	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			TSF0001134832-4	07/15/2016	07/15/2017	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
B	EQUIPMENT FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT	275,577
B	INSTALLATION FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT Equipment Leased/Rented	365,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: HIDALGO COUNTY PRECINCT NO. 1- FEMA ROAD DRAINAGE IMPROVEMENTS- MILE 4 NORTH ROAD

SEE ATTACHED VEHICLE SCHEDULES

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS HIGHWAY 281
EDINBURG TX 78539-

CANCELLATION

AI 017586

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 J Young

Fax: ( ) -

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Requisition

Req # 00310255

PO #

Date: 12/05/16

Bill To: x
x

Vendor : 303313
ASAGO, LLC DBA ASAGO CONSTRUCTION
2113 PECOS ST.
MISSION TX 78572
FAX (956)585-7040

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: RLOZANO
956-968-8733

Contract No: C-16-364-11-01

Special Instructions:
RK151

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-16-364-11-01		
		DO NOT DUPLICATE ORDER		
1.00	EACH	HIDALGO COUNTY PRECINCT NO. 1 - FEMA ROAD DRAINAGE IMPROVEMENTS - MILE 4 NORTH ROAD	143,045.30	143,045.30
		Account No	Encumbrance	
		6-1280-431-00-121-812-5-721	143,045.30	
			Freight	.00
			Total	143,045.30
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

BID DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

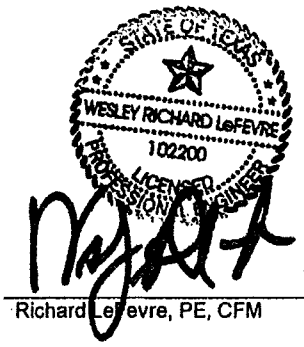
HIDALGO COUNTY PRECINCT NO. 1

FEMA Road Drainage Improvements Work Authorization No. 4:

Mile 4 North Road (between FM 491 and Pedro Martinez Road, Mercedes, Texas)

Hidalgo County Precinct 1

Hidalgo County, Texas
September 2016



9/28/16

Richard LeFevre, PE, CFM

Civil Engineer:

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

*Insert corporation, partnership or individual as applicable.
Bidder agrees to perform all of the ROAD & DRAINAGE CONSTRUCTION work described in the specifications and shown on plans, for the following unit prices:

ITEM NO.	ITEM DESCRIPTION		UNIT	UNIT QTY.	UNIT PRICE IN FIGURES (1)	TOTAL FIGURES
	Hidalgo County Precinct No. 1- Mile 4 North (between FM 491 and Pedro Martinez Road, Mercedes, Texas)					
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage.		LS	1	$3,000.00	$3,000.00
1-2	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas		LS	1	$3,000.00	$3,000.00
1-3	Excavate and haul away for reclamation 2-inch deep Asphalt wear surface and 4-inches of Caliche base, Note: base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base.		SY	8,213.33	$1.00	$8,213.33
1-4	Install Biaxial Geogrid #1200 material over Sub Base.		SY	8,213.33	$1.25	$10,266.66
1-5	Furnish and Install 6-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder.		SY	8,213.33	$4.25	$34,906.65
1-6	Furnish and Apply a 1.5% Lime Treatment to the Caliche Base Material.		SY	8,213.33	$2.15	$17,658.66
1-7	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphaltic material on Caliche Base surface.		SY	7,040	$1.00	$7,040.00
1-8	Furnish, Install and Roll a 2-inch deep HMAC Type "D" Asphalt wear surface.		SY	7,040	$7.50	$52,800.00
1-9	Install pavement marking and lines.		SY	7,040	$0.50	$3,520.00
1-10	Regrade Roadside Ditches		LF	5,280	$0.50	$2,640.00
		Hidalgo County Precinct No.1 – Mile 4 North TOTAL BASE BID:				$143,045.30

BID PAGE

Hidalgo County
Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements Work Authorization No. 4: Mile 4 North (between FM 491 and Pedro Martinez Road, Mercedes, Texas)
Bid No.: 2016-364-10-19-SMA

SCOPE OF WORK DESCRIPTION:
Drainage Improvements to Mile 4 North

BID PRICE: $ 143,045.30

BIDDER/COMPANY NAME: ASAGO, LLC dba ASAGO CONSTRUCITON

ADDRESS: 2113 PECOS ST.

CITY/STATE/ZIP CODE: MISSION, TX 78572

PHONE & FAX NO.'S: 956-607-0741 7 956-585-7040

CELLULAR #: 956-279-9787

AUTHORIZED SIGNATURE:

PRINTED NAME: RAUL IGLESIAS

TITLE: MEMBER

OPENED
10:02 10-19-16

RECEIVED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2016

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
San Juan Insurance Agency, Inc DBA Valley Ins Providers &/or Truckers Ins
PO Drawer 3783
McAllen TX 78502-

CONTACT NAME: Elizabeth Hernandez
PHONE (A/C, No, Ext): 956 781-6683 ext 226 FAX (A/C, No): (956)702-7556
E-MAIL ADDRESS: ehernandez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Technology Insurance Co., Inc.	
INSURER B: Texas Mutual Insurance Co	22945
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ASAGO, LLC.
ASAGO CONSTRUCTION
2113 Pecos 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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		TPP1058291 03	07/15/2016	07/15/2017	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 $ 50,000 $EXCLUDED $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS			TSF0001134832-4	07/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			86379T160ALI	07/15/2016	07/15/2017	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
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		TSF0001134832-4	07/15/2016	07/15/2017	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
B	EQUIPMENT FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT	275,577
B	INSTALLATION FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT Equipment Leased/Rented	365,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: HIDALGO COUNTY PRECINCT NO. 1- FEMA ROAD DRAINAGE IMPROVEMENTS- MILE 4 NORTH ROAD

SEE ATTACHED VEHICLE SCHEDULES

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS HIGHWAY 281
EDINBURG TX 78539-

Fax: ( ) -

CANCELLATION

AI 017586

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 D Young

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Requisition

Req # 00310264

PO #

Date: 12/05/16

Bill To: x
x

Vendor : 303313
ASAGO, LLC DBA ASAGO CONSTRUCTION
2113 PECOS ST.
MISSION TX 78572
FAX (956)585-7040

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: RAUL LOZANO
956-968-8733

Contract No: C-16-361-11-01

Special Instructions:
RY152

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-16-361-11-01		
1.00	EACH	CC HIDALGO COUNTY PRECINCT NO. 1 - FEMA ROAD & DRAINAGE IMPOROVEMENTS TO: MILE 8 NORTH ROAD	168,377.57	168,377.57
		Account No	Encumbrance	
		6-1280-431-00-121-808-5-721	168,377.57	
			Freight	.00
			Total	168,377.57

Authorized By: _____

BID DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

HIDALGO COUNTY PRECINCT NO. 1

FEMA Road Drainage Improvements Work Authorization No. 1:

Mile 8 North Road (between Mile 2 East and address 1267, Mercedes, Texas)

FILED
AT 12:30 O'CLOCK P M
NOV 29 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Hidalgo County Precinct 1

Hidalgo County, Texas
September 2016

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
9-20-16

Richard LeFevre, PE, CFM

Civil Engineer:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-361-11-01

This Agreement, entered into this 1st day of November,2016 by and between Hidalgo County (hereinafter called the "OWNER," and, Asago, LLC dba Asago Construction (a limited liability company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements – Mile 8 North Road

Hereinafter called the project, for the sum of $168,377.57 (One Hundred Sixty-Eight Thousand Three Hundred and Seventy-Seven Dollars and Fifty-Seven Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by LeFevre Engineering & Management Consulting, LLC, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, 1st of November, 2016.

CONTRACTOR: _____
Print Name & Title: Raul Iglesias/Manager
Name of Firm: Asago, LLC dba Asago Construction
Address: 2113 Pecos Street, Mission, Texas 78572
Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 9th day of November, 2016, by Member (Title) Of and on behalf of Asago, LLC (a limited liability company)

_____
Notary Public-Signature

NOTARY PUBLIC STATE OF TEXAS
ELIZABETH HERNANDEZ
Notary Public, State of Texas
ID# 12601249-2
My Commission Expires
01-25-2019

APPROVED AS TO FORM:
Atlas, Hall Rodriguez, L.L.P.

BY: _____
Stephen L. Crain

DATE: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 11/22/16

BID PAGE

Hidalgo County
Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements Work Authorization No. 1: Mile 8 North (between Mile 2 East and address 1267, Mercedes, Texas)
Bid No.: 2016-361-10-19-YSS

SCOPE OF WORK DESCRIPTION:
Drainage Improvements to Mile 8 North

BID PRICE: $ 168,377.57

BIDDER/COMPANY NAME: ASAGO, LLC dba ASAGO CONSTRUCTION

ADDRESS: 2113 Pecos St.

CITY/STATE/ZIP CODE: Mission, TX 78572

PHONE & FAX NO.'S: 956-607-0741 & 956-585-7040

CELLULAR #: 956-279-9787

AUTHORIZED SIGNATURE:

PRINTED NAME: Raul Iglesias

TITLE: Member

9:42 10/19/16

CNTRL # RI32

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.: 752757
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
4	HRS.	*ORIGINAL PO, DIAGNOSTIC- COOLANT CONS.*	*92830*	$122.00	**$488.00**
1	EA	ORIGINAL PO, SHOP SUPPLIES	07564	$14.64	$14.64
6	EA	COOLANT DEAC	06035	$15.41	$92.46
1	EA	SEAL-OLT COOL	06035	$6.33	$6.33
1	EA	KIT-EGR SEAL	06035	$91.73	$91.73
1	EA	KIT-EGR COOL	06035	$352.34	$352.34
1	EA	KIT-HT EGR C	06035	$529.18	$529.18
1	EA	RADIATOR CONDITIONS	06035	$45.90	$45.90
1	EA	PARTS DISCOUNT 50%	06035	($558.96)	- $558.96
1	EA	LABOR	92830	$2,196.00	$2,196.00
1	EA	LABOR DISCOUNT 50%	92830	($1,098.00)	- $1,098.00
1	EA	SHOP SUPPLIES	07564	$32.94	$32.94
		AMOUNT OF INCREASE REQUEST-			**$1,689.92**
		TOTAL AMOUNT			**$2,192.56**

Account Number: 6-1200-431-00-121-005-0-430

Liquidated: _____
Available: _____

Reason: ADDITIONAL PARTS & LABOR.

Authorization: _____ 12/6/16
Department Head — Date

Reviewed By: _____
Purchasing Department — Date

Approved By _____
Purchasing Agent — Date

Approved By: _____
County Auditor — Date

CNTRL # 40

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Yolanda Estrada
Telephone No.: (956)968-8733

Vendor No.: 224278
Vendor Name: Rio Valley Pipe, LLC
Address: 7301 W. Expressway 83
Mission, TX 78572

Purchase Order No.: 753067
Increase No. 1 for this Purchase Order
Procurement Method:
- ☐ Contract # E-16-168A-04-05
- ☐ 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			**$12,626.35**
37.5	FT	REINFORCED CONCRETE PIPE 24"	65818	26.8	$1,005.00
50	FT	REINFORCED CONCRETE PIPE 18"	65818	20.3	$1,015.00
		AMOUNT OF INCREASE REQUEST-			**$2,020.00**
		TOTAL AMOUNT			**$14,646.35**

Account Number: **6-1350-431-00-121-229-0-721 = 1313.00**
6-1350-431-00-121-229-0-841 =707.00

Liquidated: _____
Available: _____

Reason: CORRECTION ON UNIT COST AS PER CONTACT #E-16-168A-04-05

Authorization: _____ Department Head _____ Date

Reviewed By: _____ Purchasing Department _____ Date

Approved By _____ Purchasing Agent _____ Date

Approved By: _____ County Auditor _____ Date

Zimbra **elena.gomez@co.hidalgo.tx.us**

Modification - Rio Valley Pipe - PO# 753067

From : Yolanda Estrada <yolanda.estrada@co.hidalgo.tx.us> Fri, Dec 09, 2016 11:27 AM

Subject : Modification - Rio Valley Pipe - PO# 753067

To : Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Good Morning Ms. Elena,

Please modify the unit price listed on purchase order #753067 to read as follows:

261.00 FT - Reinforced Concrete "Drainage" Pipe: 24" - Single Offset Gasket - Class III - For Milano Rd Project - Unit Price s/b 26.80 = $6,994.80
376.00 FT - Reinforced Concrete "Drainage" Pipe: 24" - Single Offset Gasket - Class III - For Milano Rd Project - Unit Price s/b 20.30 = $7,632.80

*I will submit a purchase order increase to process the difference on the cost.

Respectfully,

Yolanda Estrada
Accounts Payable Supervisor
Hidalgo County Pct. 1
(956) 968-8733 ext. 1021

CNTRL # 41

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: YOLANDA ESTRADA
Telephone No.: (956)968-8733

Purchase Order No.: 751919
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)

Vendor No.: 404322
Vendor Name: TEXAS CORDIA CONSTRUCTION, LLC
Address: 3149-A CENTER POINTE DR.
EDINBURG, TX 78539

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
		AMOUNT OF ORIGINAL PURCHASE ORDER			**$620,631.00**
10	DAY	CHANGE ORDER NO. 1 PAVING & DRAINAGE IMPROVEMENTS TO: MILE 14 1/2 RD (MILE 4 TO MILE 6)	91327	958.5	$9,585.00
		AMOUNT OF INCREASE REQUEST-			**$9,585.00**
		TOTAL AMOUNT			**$630,216.00**

Account Number: 6-1350-431-00-121-216-0-721

Liquidated: _____
Available: _____

Reason: CHANGE ORDER NO. 1 FOR AN ADDITIONAL 10 DAYS, TOTAL CALENDAR DAYS 160.

Authorization: _____ Department Head — Date _____

Reviewed By: _____ Purchasing Department — Date _____

Approved By _____ Purchasing Agent — Date _____

Approved By: _____ County Auditor — Date _____

AI-57726 **Purchasing Department** **23. C. 1.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Heidi Ortiz, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting authority to advertise in accordance with Government Code,Title 10, SUBCHAPTER F. CONSTRUCTION MANAGER AT RISK, TWO [2] STEP PROCESS for the: Design and Construction of a Multi-Use Facility to be located on the site of the current Palmer Pavilion Building [does not include the Gilmore Kitchen];

B. Approval of the CMAR procurement packet for the Design and Construction of a Multi-Use Facility to be located on the site of the current Palmer Pavilion Building [does not include the Gilmore Kitchen];
C. Requesting a declaration of "Surplus" for the purpose of disposition through demolition/destruction the Palmer Pavilion Building/Structure [41 years old/fully depreciated as supporting documentation confirms] not to include Gilmore Kitchen [through sealed quotes by Pct. 2 staff but in no event to exceed $50K].

BACKGROUND

CMAR Procurement Packet is being reviewed and approved as to form by Hon. S. Crain, Atlas/Hall/Rodriguez. However, Purchasing will not attach to the agenda until is is returned with final review and approval by legal counsel.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The only fiscal impact by this action would be advertising costs to be borne by Pct. #2.

Attachments

backup
draft
form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/09/2016 03:42 PM
Budget & Management	Veronica Ortiz	12/09/2016 03:44 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Marty Salazar		Started On: 12/08/2016 02:06 PM
Final Approval Date: 12/09/2016		

Hidalgo County Precinct # 2| Palmer Pavilion

COUNTY BUILDINGS

HCAD # ******

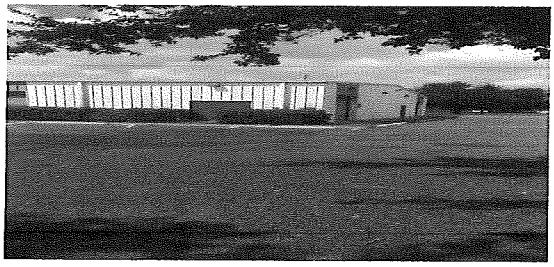
Land

Note: The land is owned by the Hidalgo County Housing Authority.
The County has the right to use the land under the provisions of an interlocal agreement "effective September 11, 1999, and ending August 31, 2029".

Land Inventory No.....	****
Land Acres.....	AC
Land Sq Ft.....	SF
HCAD Appraisal Value (2016).....	$
W-Deed No.....	/
W-Deed Date.....	/
Land Historical Cost.....	$

Buildings





Building Inventory No.....	3051
Building Name	**Palmer Pavilion**
Building Coverage.....	$366,313
Insurance Date.....	/
Square Footage.....	16,128 SF
Year Built.....	1975
Building Historical Cost.....	**$160,594.67**
Current Book Value.....	**$16,000**

Note: This building is 41 years old, and is fully depreciated. The book value is the residual value after 40 years of $160,000 X.10 = $16,000

Other Structures

LEGAL DESCRIPTION: * Refer to Notes.

Notes: No legal description is available for this property since the ownership belongs to the "Hidalgo County Housing Authority". This report depicts information about the Palmer Pavilion only, other buildings such as the Gilmore BBQ House, will be included in the 2017 report still in process.

RFQ/RFP No. 2016-406-01-11-HGO

TWO STEP PROCESS

REQUEST FOR QUALIFICATIONS (RFQ)
REQUEST FOR PROPOSALS (RFP)

CONSTRUCTION MANAGER AT RISK (CMAR)
FOR
PALMER PAVILION – LES GILMORE KITCHEN RENOVATIONS

PRE-PROPOSAL CONFERENCE:
STRONGLY RECOMMENDED
Tuesday, December 27, 2016 @ 2:00 PM
Palmer Pavilion – Les Gilmore Kitchen
301 E. Hackberry
McAllen, Texas 78501

QUESTIONS DUE:
Wednesday, December 28, 2016 @ 5:00 PM

ANSWERS DUE:
Friday, January 6, 2017 @ 5:00 PM

PROPOSAL DUE DATE:
Wednesday, January 11, 2017 @ 9:30 AM

Hidalgo County Purchasing Department
Attn: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

DRAFT #2

December 19, 2016

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Qualifications -**"Construction Manager at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovation Project"**
RFQ Bid No: 2016-406-01-11-HGO

Dear Gentleman/Ladies:

Enclosed, please find the Request for Qualifications (RFQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4877.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo
Enclosures

HIDALGO COUNTY PURCHASING OFFICE

2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR QUALIFICATIONS (RFQ)
HIDALGO COUNTY
"Construction Manager at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovations Project"
RFQ No: 2016-406-01-11-HGO

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	21
4.	Attachment "A" – Submittal Form	1
5.	Attachment "B" – Value Assessment Plan	1
6.	Attachment "C" – Past Performance	1
7.	Exhibit B, Evaluation Criteria	4
8.	Exhibit C, Insurance Requirements, Insurance/Project Acknowledgement Forms	4
9.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	3
10.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
11.	Exhibit F, Certification Regarding Debarment	2
12.	Exhibit G, Proposers Affidavit	1
14.	RFQ Submittal Checklist	1

DRAFT

The above mentioned items shall be found in this Request for Qualifications-RFQ packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the 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 Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY PRECINCT No. 2

(Including all funding sources, programs, and entities)

"Construction Manager at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovations Project"

RFQ NO: 2016-406-01-11-HGO

Acceptance Due Date: **January 11, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT #2

Project Buyer Contact Information:

Heidi Garcia Ortiz, Buyer III
(956) 318-2626 Ext. 4877
heidi.ortiz@co.hidalgo.tx.us

1. Sealed qualifications will be received for **"Hidalgo County Precinct No. 2 Construction Manager at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitcen Renovations Project"**, *in* accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). A Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFQ: 2016-406-01-11-HGO Hidalgo County Precinct No. 2 Construction Management at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovation Project"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, January 11, 2017.**

   NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your RFQ:

   1. **Legal Notice (See page9);**
   2. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   3. **Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");**
   4. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   5. **Certification Regarding Debarment (See Exhibit "F");**
   6. **Proposer's Affidavit (See Exhibit "H";**
   7. **Attachment "A" Submittal Form**
   8. **Attachment "B" Value Assessment Plan**
   9. **Attachment "C" Past Performance**
   10. **RFQ Submittal Checklist (See page following Proposer's Affidavit); and**
   11. **SAMS.gov Registration Acknowledgement (See Number 17 below).**

3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best-evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent or to reject all

qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalog numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official

DRAFT #2

c) Purchase Order Number and Contract number (if any)

d) Notation- **"Hidalgo County Precinct No. 2 RFQ: 2016-406-01-11-HGO-HIDALGO COUNTY "Construction Management at Risk (CMAR) Palmer Pavilion – Les Gilmore Kitchen Renovation Project",**

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 PRECINCT No. 2
300 W. Hall Acres, Ste G.
Pharr, Texas 78577
956-787-1891

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 11, 2017**
Award of Contract:	2017
Commence Work or Deliver Products:	2017

16. HIDALGO COUNTY HOLIDAYS:

2017 YEAR	
New Year's Day	01/02/17
Martin Luther King Day	01/16/17
President's Day	02/20/17
Good Friday	04/14/17
Memorial Day	05/29/17
Independence Day	07/04/17
Labor Day	09/04/17
Columbus Day	10/09/17
Veteran's Day	11/10/17
Thanksgiving Day	11/23/17-11/24/17
Christmas Day	12/25/17-12/26/17
New Year's Eve	01/01/18

DRAFT #2

~~17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas.~~ **All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. 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 qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

DRAFT

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. **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 RFQ packet. In accordance with these requirements, 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. In box 3 of Form 1295, you will provide the RFQ No. 2016-406, 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 heidi.ortiz@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 a delay of the 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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

21. If during the life of any contract or qualification awarded, the successful respondents' 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. Qualifications, and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' 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 civil service system.

25. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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. County reserves the right to terminate the contract immediately in the event of breach or default by successful respondent, or in the event, a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise, perform in accordance with the requirements.

27. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers,

agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' 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 the successful respondent.

28. Successful respondent 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 Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two business days at no expense to County. Items that are 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 items' non-conformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.

30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of representative or contact person.

32. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form, if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as non-conforming.

DRAFT

Request for Qualifications
For
HIDALGO COUNTY PRECINCT No. 2

"Construction Manager at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovation Project"

RFQ NO: 2016-406-01-11-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

DRAFT #2

EXHIBIT A

Requirements

QUALIFICATIONS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS

"Construction Manager at Risk for Palmer Pavilion – Les Gilmore Kitchen Renovation Project"

RFQ# 2016-406-01-11-HGO

DRAFT #2

The County of Hidalgo is issuing a Request for Qualification for Construction Manager at Risk firms interested in providing Pre-Construction and Construction services for the construction and/or renovation of Palmer Pavilion – Les Gilmore Kitchen Project. The Construction Manager at Risk (CMAR) will be contracted directly with the County and is expected to provide assistance to the County and its representatives prior to construction: offering budget, schedule, and constructability advice during the project planning and design phases. The CMAR then converts from advisory role to the contractual role of the general contractor.

The Palmer Pavilion – Les Gilmore Kitchen consists of one (1) building and one (1) kitchen.

With the upgrade of the Palmer Pavilion – Les Gilmore Kitchen it is our goal to provide year-round recreational activities for the youth of Hidalgo County as well as an area for our senior citizens. Construction of a new building will serve as a public gymnasium facility with indoor batting cages and basketball courts with a designated area designed specifically for senior citizens. The Les Gilmore Kitchen renovation will take an existing barbecue cooking facility and upgrade it to provide a highly functional kitchen with a new cooking exhaust system.

Construction and renovation is expected to take twelve (12) to sixteen (16) months, with an estimated expense of $1,500,000.00.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Construction Manger at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovation Project"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., on WEDNESDAY, JANUARY 11, 2017. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2016-406-01-11-HGO
Hidalgo County Purchasing Department
2812 S. Bus. Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

All cost and expenses associated with the preparation and submission of all bids, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

ADDITIONAL INFORMATION:
WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE AT (956) 292-7612 OR BY EMAIL TO HEIDI.ORTIZ@CO.HIDALGO.TX.US NO LATER THAN WEDNESDAY, DECEMBER 28, 2016 at 5:00 P.M. Responses will be sent to all applicants via email by 5:00 P.M., on FRIDAY, JANUARY 6, 2017. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**. Hidalgo County is requesting that Statements of Qualifications be routed to Martha L. Salazar, Purchasing Agent, at 2812 S. Bus. Hwy 281 Edinburg, Texas 78539.

PROPOSER'S AFFIDAVIT: Prior to contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit H**) 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 the Proposer's Affidavit, or (3) 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.

FAIR LABOR STANDARDS: The selected Proposer shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend and hold harmless the County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

PREVAILING WAGE RATE: The selected proposer will be required to pay not less than the prevailing wage of the various classes of labor. The determination of prevailing wages shall not be construed to prohibit the payment of more than the rate named. Under no condition shall any laborer, workman or mechanic employed on this job be paid less than the minimum wage scale as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments. The selected proposer must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety and minimum wage. The selected proposer shall post the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the worksite. To ensure that the selected proposer and/or subcontractors are paying the posted specified rates (to include fringe benefits when applicable), to all classifications of workmen, mechanics, and laborers, the County reserves the right to perform "spot labor interviews" and/or examine payroll information.

CHAPTER 2258 REQUIREMENTS: The selected proposer shall comply with application provisions of Chapter 2258 of the Texas Government Code Title 10.

MINIMUM WAGE RATE: Contractor shall be required to pay its employees not less than the current Federal minimum wage rate. Hidalgo County reserves the right to inspect and audit the contractor's payroll records to verify compliance with all federal and state wage and hour laws and labor statutes including, but not limited to, payment of minimum wage, payment of overtime, payment of mandatory withholdings.

CONTRACT PERIOD: The selected proposer will be awarded a contract that will include a period not to exceed three (3) months for preconstruction services, which will convert to a contract for construction services to be completed within an agreed schedule for completion. The complete contract period shall not exceed a sixteen (16) month period. All prices, terms, and conditions negotiated under this contract and as set forth in the original RFQ/RFP shall remain in effect and firm throughout the full term of the contract. Any extensions, amendments, or change orders associated with this contract shall be at the sole discretion of Hidalgo County

with the approval of the Hidalgo County Commissioners Court. All contracts are subject to the availability of fiscal year funding and/or appropriations and do not represent an obligation on the part of Hidalgo County, and the State of Texas.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF STATEMENTS OF QUALIFICATIONS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in the case of submitter defaults, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

HAND DELIVERED STATEMENTS OF QUALIFICATIONS: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that it is stamped with the date and time by the County purchasing staff.

SIGNING OF QUALIFICATIONS: All submittals **MUST** be signed in order to be considered. **Please sign the original in BLUE INK.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right, at its sole discretion, to waive minor informalities or technicalities when it is in the best interest of Hidalgo County to do so.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County. The submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

DRAFT #2

SECTION II RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and **two (2) CDs in PDF Format** shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the consultant's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a qualified and competent Construction Manager at Risk (CMAR) firm, registered and licensed to practice in the State of Texas that has experience in the following areas:

- Pre-Construction
- Offering Budget
- Schedule and constructability advice during project planning and design phases

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 five (5) pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project for each biographic summary provided. Proposer shall identify the critical project team (shown below). These individuals shall be used by Proposer for the duration of the Contract resulting from this RFP. These individuals CANNOT be removed or replaced unless requested or approved to do so by the County.

☐ **The Pre-Construction Services Lead**: This individual shall be the daily single-point-of-contact for the County for the entire duration of pre-construction services (time of contract award, until the time that the construction shall begin). This person will be the County's point of contact to resolve any issues, clarify cost, clarify schedule, and answer any questions. This individual cannot be removed or replaced during the pre-construction services (or at any point prior to beginning construction).

☐ **The Project Manager**: This individual shall be the daily single-point-of-contact for the County for the entire duration of the project. This individual will be the County's single daily point of contact to resolve any issues, clarify cost, clarify schedule, and answer any questions. This individual will be the project lead for the execution of this project for the entire duration of the project.

☐ **The Site Superintendent**: This individual shall be the primary person that will manage the site on a daily basis. This individual will be on the job site every day for the entire duration of the project.

DRAFT #2

REQUIRED CERTIFICATIONS, PERMITS, LICENSES AND SUBMITTAL: Proposer/Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the services stated in RFQ/RFP. Proposer/Contractor shall maintain these licenses and permits in effect for the duration of this contract agreement. Proposer/Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this contract agreement.

Additionally, this section should include, but not be restricted to the following information:

A. Firm name, address, phone number, and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license and/or certification with State seal
2. A general list of Construction Manager at Risk projects within the past two (2) years.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

SCOPE OF SERVICES: Hidalgo County is issuing a Request for Qualifications for Construction Manager at Risk firms interested in providing Pre-Construction and Construction services for the construction and renovation of the Palmer Pavilion – Les Gilmore Kitchen Project. The Construction Manager at Risk (CMAR) will be contracted directly with the County and is expected to provide assistance to the County and its representatives prior to construction offering budget, schedule, and constructability advice during the project planning and design phases. The CMAR then converts from advisory role to the contractual role of the general contractor.

PARTICIPANTS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL. The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq.

CONTRACT AWARD PROCESS: An award to one Proposer for the project for the services specified herein will be made following a two-step procedure as described in more detail in this RFQ/RFP. The award will be made based on the overall best value to the County (as outlined in this solicitation).

DRAFT #2

In Step-One, the County will be evaluating the information submitted by the proposers on the basis of established selection criteria as a process to rank each submittal. Proposals will be evaluated by an Evaluation Committee consisting of representatives selected by Hidalgo County Commissioners Court. For clarification purposes, additional information may be obtained from some or all of the responding firms. The evaluation committee's scores will be consolidated to identify the top five (5) firms susceptible of advancing to Step Two of the RFQ/RFP process.

In Step-Two, the short-listed Proposers will be asked to submit additional information for the project as described in the following sections. Further information will be provided regarding the information required for Step-Two but generally includes submission of a written project plan, fees and estimated general conditions costs, and participation in interviews with the evaluation committee. The County will evaluate the Proposers and begin clarifications during this stage. Information about Step-Two is included for reference only. DO NOT SUBMIT STEP TWO MATERIALS WITH YOUR PROPOSAL.

Following Step Two, the evaluation committee will then submit their recommendation(s) of the highest ranked Proposer for the project to the Commissioners Court for their approval and authorization to proceed with contract negotiations.

The County will begin negotiations with highest ranked Proposer for the project. If the County and highest ranked Proposer cannot reach an agreement, negotiations will be terminated and the County will begin negotiations with the next highest ranked Proposer. Upon the conclusion of successful negotiations, staff will recommend an award of the project to Commissioners Court.

The RFQ/RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each proposal and selection will be made according to the highest score based on the evaluation criteria outlined in the solicitation.

All proposals shall be reviewed by the RFQ/RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFQ/RFP.

Submission of qualification indicates Proposer's acceptance of the evaluation techniques and the recognition that judgments must be made by the County during the evaluation process.

Hidalgo County reserves the right, at its sole discretion, to request clarifications or conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the RFQ/RFP Coordinator. Proposers are prohibited from contacting the Evaluation Committee members directly.

The County may also modify the RFQ/RFP prior to the date and time fixed for submission of offers by the issuance of an addendum. All addenda will be numbered consecutively beginning with 1.

Contract award shall be subject to the contract approval of all appropriate officials in accordance with applicable State laws and regulations.

Procurement Schedule: The following are the critical dates that apply to this procurement. The County will make every effort to adhere to the schedule below. However, the County

reserves the right to modify these activities and dates at any time. All changes to the schedule will be done by an addendum and emailed to all parties having requested an RFQ/RFP packet.

STEP-1 ACTIVITIES

	ACTIVITY	DATE
1	Pre-Proposal Conference (2:00 PM)	Tuesday, December 27, 2016
2	Site Visit (following pre-bid conference)	Tuesday, December 27, 2016
3	Deadline to Submit Questions (5:00 PM)	Wednesday, December 28, 2016
4	Answers (5:00 PM)	Friday, January 6, 2017
5	Step 1 Proposal Deadline (9:30 AM)	Wednesday, January 11, 2017
6	Shortlist – Qualified Proposers Identified	Friday, February 10, 2017

STEP-2 ACTIVITIES (Applies only to Shortlisted Proposers) Information about Step-Two is included for reference only. DO NOT SUBMIT STEP TWO MATERIALS WITH YOUR PROPOSAL. ALL DATES ARE SUBJECT TO CHANGE.

	ACTIVITY	DATE
7	Notification of Shortlist (to Qualified Proposers Only)	Monday, February 13, 2017
8	Deadline to Submit Questions (5:00 PM)	Friday, February 17, 2017
9	Answers (5:00 PM)	Wednesday, February 27, 2017
10	Step 2 Proposal Deadline (from Qualified Proposers Only)	Wednesday, March 1, 2017
11	Interviews (of Qualified Proposers Only)	Thursday, March 9, 2017 And Friday, March 10, 2017
12	Clarification Period	Monday, March 13, 2017 Thru Friday, March 17, 2017
13	Anticipated Date of Award	To be entered at a later date

Proposal Submission Deadline: Proposals shall be submitted no later than the Proposal Deadline of Wednesday, January 11, 2017, @ 9:30 AM Hidalgo County Purchasing Department. Proposers shall respond to the written RFQ/RFP and any attachments or addendums. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified and returned to the proposer unopened. Hidalgo County will not be responsible for unmarked proposals, improperly marked proposals or proposals delivered to the wrong locations. Proposers mailing proposals should allow sufficient mail delivery period to ensure timely receipt of their proposals by Hidalgo County Purchasing Department. When hand delivering proposals, submitters need to make certain that proposal is stamped with the date and time received by County Purchasing Staff.

Pre-Proposal Conference: The County will hold one Pre-Proposal Conference ***(STRONGLY RECOMMENDED)*** on Tuesday, December 27, 2016, @ 2:00 PM at the Palmer Pavilion, 301 E. Hackberry, McAllen, Texas.

Attendance at the Pre-Proposal Conference is voluntary and not a prerequisite to submitting a Proposal, however, it is strongly encouraged that all potential Proposers attend. A pre-proposal conference will provide an overview of the project and the solicitation process. To obtain the greatest benefit of the conference, Proposers are strongly encouraged to send their direct supervisory personnel / critical project team members (such as their project manager and site superintendent, in lieu of business development or sales personnel).

Following the Pre-Proposal Conference, the County will conduct a site tour for all potential Proposers. A second site tour will also be scheduled if deemed necessary.

INCORPORATION OF PROPOSAL INTO THE CONTRACT: The contents of this proposal and any negotiated changes are to be incorporated, in its entirety, into the Contract.

RFQ/RFP COORDINATOR: The main point of contact for this RFQ/RFP shall be:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The main point of contact shall hereinafter be referred to as the RFQ/RFP Coordinator.

COMMUNICATIONS REGARDING THE RFQ/RFP: During the proposal process, Proposers shall not contact County staff. Additionally, Proposers and their employees of related companies, as well as paid or unpaid personnel acting on their behalf, shall not contact or participate in any type of contact outside the County offices with County employees, including elected officials. Such contact may result in the Proposer being disqualified. All contact must be coordinated through Martha L. Salazar, RFQ/RFP Coordinator, for this procurement. All communication should be in writing to the RFQ/RFP Coordinator. Written comments, including questions and requests for clarification, must reference the RFQ/RFP number and should be submitted no later than Wednesday, December 28, 2016, @ 5:00 PM. The County shall respond in writing to written communications. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

PROPOSAL SUBMITTAL: One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, RFQ: 2016-406-01-11-HGO Hidalgo County Precinct No. 2 Construction Management at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovation Project", and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 11, 2017.

The proposal must be signed (**BLUE INK**) by an individual with authority to bind the Proposer in a contract with Hidalgo County.

Proposals must be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Physical Address:
Administration Building
2802 S. Business Hwy 281
Edinburg, Texas 78539

Mailing Address:
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

COMMITMENT: Proposer understands and agrees that this RFQ/RFP is issued predicated on anticipated requirements for the Owner's Projects and that the County has made no representation, written or oral, that any contract will necessarily arise from this RFQ/RFP.

DRAFT

PROPOSAL PREPARATION COSTS: Hidalgo County shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by participating in this procurement process.

PROPOSAL WITHDRAWAL: A Proposer may withdraw their Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized company representative, to the RFQ/RFP Coordinator at any time prior to the submission deadline. The firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline will not be considered.

PROPOSAL AMENDMENT: Hidalgo County shall not accept any amendments, revisions, or alterations to the proposal after the deadline for submittals.

PROPOSAL ACCEPTANCE PERIOD: Each proposal shall be valid for a period of ninety (90) days after the RFQ/RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The ninety (90) days may be extended by mutual agreement of the parties.

RIGHT TO REJECT: Hidalgo County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ/RFP entirely if determined to be in the best interest of Hidalgo County. Any Proposer who is currently involved, either directly or indirectly with any litigation against or involving the County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

Any proposal received which does not meet the requirements of the RFQ/RFP may be considered to be non-responsive and the proposal may be rejected. Proposers must comply with all of the terms of this RFQ/RFP and all applicable federal, state and local laws and regulations. Hidalgo County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ/RFP.

Hidalgo County reserves the right, at its sole discretion, to waive any technicality in proposals provided such action is in the best interest of Hidalgo County. Where Hidalgo County waives minor technicalities in the proposal such waiver does not modify the RFQ requirements or excuse the Proposer from full compliance with the RFQ/RFP. Notwithstanding any minor technicalities, Hidalgo County may hold any Proposer to strict compliance with the RFQ/RFP.

DISCLOSURE OF PROPOSAL CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document. All submitted Proposals become the property of Hidalgo County and shall be subject to any applicable open records statutes. The content of all RFQ's/RFP's submitted shall remain in effect for a minimum period of 90 days.

ON-SITE INSPECTION: After opening of proposals and prior to award, Hidalgo County reserves the right to make a pre-award site visit of any or all proposer's facilities to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of proposals as non-responsive. Hidalgo County reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.

IMPLIED REQUIREMENTS: Products and services not specifically mentioned in the RFQ/RFP, but which are necessary to provide the service described by this RFQ shall be included in the proposal. It is intended that this RFQ/RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

PROPOSAL OF ADDITIONAL SERVICES: If a Proposer indicates an offer of services in addition to those required by and described in this RFQ/RFP, these additional services may be added to the original contract at the sole discretion of Hidalgo County.

INDEMNIFICATION: Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' 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 the successful respondent.

CONTRACT PERIOD: The selected proposer will be awarded a contract that will include a period not to exceed three (3) months for preconstruction services, which will convert to a contract for construction services to be completed within an agreed schedule for completion. The complete contract period shall not exceed a sixteen month period. All prices, terms, and conditions negotiated under this contract and as set forth in the original RFQ/RFP shall remain in effect and firm throughout the full term of the contract. Any extensions, amendments, or change orders associated with this contract shall be at the sole discretion of Hidalgo County with the approval of the Hidalgo County Commissioners Court. All contracts are subject to the availability of fiscal year funding and/or appropriations and do not represent an obligation on the part of Hidalgo County and the State of Texas.

SECTION III SELECTION AND SCHEDULES

SELECTION PROCESS: During "Step-One" of the process, the County will shortlist and qualify up to five (5) Proposers based on the criteria outlined in this RFQ. Only the shortlisted Proposers will be invited to participate in "Step-Two", where additional proposal information will be requested, and the most qualified (best-value) Proposer will be awarded the project.

No fees for services cost information, or price-related factors will be considered in the Step One selection evaluations.

An Evaluation Committee for this process is comprised of representatives appointed by Commissioners Court.

The Evaluation Committee will evaluate specific criteria for all responsive Proposals (including the Qualification Statement, the Risk Assessment Plan, and the Value Assessment Plan). The Evaluation Committee will independently review and score the items. After each member completes his/her individual scoring, he/she will send the scores to the RFQ/RFP Coordinator, who will then normalize the scores to obtain the final consolidated score for each of the evaluated criteria. To normalize the scores, the RFQ/RFP Coordinator will use a basic linear relationship to prioritize the Proposals based on the submitted information. The RFQ/RFP Coordinator will assign the most points to the Proposer with the best score in each criterion, and fewer points to the other Proposers (based on each Proposer's relative score from the best).

The Evaluation Committee will score the Qualifications Statements based on a 1 – 20 scale based on the qualifications and experience of the construction manager with similar projects, the reasonableness of the project approach, and the responsibility of the construction manager.

For Step One, responses to this RFQ will be evaluated by an evaluation committee based on the following criteria and weighted points:

Evaluation Category	Total Points
Financial Stability	Pass/Fail
Qualification Statement	30
Risk Assessment Plan (used to evaluate experience and other appropriate factors demonstrating capability)	30
Value Assessment Plan (used to evaluate experience and other appropriate factors demonstrating capability)	20
Past Performance/Experience Information (CMAR Firm)	5
Past Performance/Experience Information (Project Manager)	5
Past Performance/Experience Information (Preconstruction Services Lead)	5
Past Performance/Experience Information (Site Superintendent)	5
Total	**100**

PROPOSAL REQUIREMENTS (STEP ONE): Each Proposer shall submit one (1) submittal package. Any submittal package that does not adhere to the requirements in this RFQ (including page limits) may be deemed non-responsive and rejected.

RESPONSIVE AND RESPONSIBLE: The County will only consider and evaluate proposals from responsive and responsible Proposers.

To be considered responsive, at a minimum, Proposers must complete and submit all of the required information that is requested in this RFQ and its Attachments, and the Submittal must also be delivered on time and to the correct address as identified in this RFQ. Any submittal that is unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be determined to be non-responsive.

To be considered responsible, at a minimum, Proposers must be presently engaged in providing the services similar to those required in this RFQ, must have appropriate licenses, and must be capable of performing the services required outlined in this RFQ. The County, in its sole discretion, may reject any proposal in which the Proposer:

- ☐ has unsatisfactorily performed work for the County in the past (in the County's opinion)
- ☐ has a current contract with the County which is not in good standing
- ☐ has had a contract terminated by the County for non-performance

- ☐ is engaged in unresolved disputes or is in litigation with the County
- ☐ has been or is presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any public entity
- ☐ had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or tax evasion

The County reserves the right to contact any Proposer to clarify any information in its submittal, to request additional information from the Proposer, or to conduct an additional investigation about the Proposer not outlined in this RFQ. Proposers that do not, or cannot provide the requested information may be considered non-responsive.

SUBMITTAL FORM ATTACHMENT A: The Proposer must complete all information requested in this Attachment. This document requests information on the following items:

- ☐ Contact information of the Proposer, including a valid email address
- ☐ Acknowledgment of all addenda
- ☐ Signature of the person authorized to contractually obligate the Proposer/Organization.
- ☐ Completion of all certification statements
- ☐ Identification of the critical project team (shown below). These individuals shall be used by Proposer for the duration of the Contract resulting from this RFP. These individuals CANNOT be removed or replaced unless requested or approved to do so by the County.

THE PRE-CONSTRUCTION SERVICES LEAD: This individual shall be the daily single-point-of-contact for the County for the entire duration of pre-construction services (time of contract award, until the time that the construction shall begin). This person will be the County's point of contact to resolve any issues, clarify cost, clarify schedule, and answer any questions. This individual cannot be removed or replaced during the pre-construction services (or at any point prior to beginning construction).

THE PROJECT MANAGER: This individual shall be the daily single-point-of-contact for the County for the entire duration of the project. This person will be the County's point of contact to resolve any issues, clarify cost, clarify schedule, and answer any questions. This individual will be the project lead for the execution of this project for the entire duration of the project.

THE SITE SUPERINTENDENT: This individual shall be the primary person that will manage the site on a daily basis. This individual will be on the job site every day for the entire duration of the project.

QUALIFICATION STATEMENT: This information will be evaluated to confirm the experience of the Construction Manager with similar projects. The Proposer is responsible for selecting its team and for the performance of the team. The following will be evaluated:

1. ***CONSTRUCTION MANAGER EXPERIENCE***: Briefly discuss 5 projects completed in the last 7 years that best represent your firm's ability to successfully manage this project to completion, on time and within the budget. As a minimum, for each project, provide a brief description, current client reference information (including names and contact information), date services performed, specific services your firm performed, the size of the project, original scheduled completion date and actual completion date, the original GMP and the final cost of construction. All 5 projects must be Construction Management at Risk projects. If your firm has several

branch offices, highlight the projects on the list managed by the office that will manage the Hidalgo County project and any members of your proposed team which were involved in any of the 5 projects.

2. ***PROJECT APPROACH***: Describe, in detail, what methods and procedures your firm will use to perform the tasks listed below. The description should elaborate on how you will function as a part of the Hidalgo County Project Team and include Hidalgo County in the CMAR process.
    a. Cost and quality control during the design and construction phases
    b. Scope Optimization and Value Engineering
    c. Constructability
    d. Schedule Management during the design and construction phases
    e. GMP Development (Scope definitions, bidding, bid openings, scoping sessions, bid evaluations & sub-selection
    f. Change management
    g. Other tasks unique to your firm

RISK ASSESSMENT PLAN: The Risk Assessment Plan should address risks that may impact the successful delivery of this project, considering all expectations as described in this RFP. The Proposer should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the County. The Proposer should rely on and use their past experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The Proposer must also explain how it will avoid or minimize the risks from occurring. If the Proposer has a unique method to minimize the risk, the Proposer should explain it in non-technical terms. The Risk Assessment Plan gives the opportunity for the Proposer to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the County and the risk to a successful outcome of the project. The Risk Assessment Plan is broken down into two subparts: Assessment of Controllable Risks and Assessment of Non-Controllable Risks.

- **ASSESSMENT OF CONTROLLABLE RISKS**: This includes risks, activities, or tasks that are controllable by the Proposer, or by entities/individuals that are contracted to by the Proposer. This includes things that are part of the technical scope of what the Proposer is being hired to do. This may also include risks that have already been minimized before the project begins due to the Proposer's expertise (i.e. risks that are no longer risks due to the Proposer's expertise in delivering this type of project).
- **ASSESSMENT OF NON-CONTROLLABLE RISKS**: This includes risks, activities, or tasks that are not controllable by the Proposer. This may include risks that are controlled by County, County personnel, risks that are caused by other agencies, or completely uncontrollable risks. These can also be areas/risks that can contribute to contingency. Although these risks may not be controlled by the Proposer, the Proposer should identify a strategy that can be followed or used to mitigate these risks. All non-controllable risks and strategies to mitigate them must not be included in the Proposer's base proposal cost or schedule.

In order to minimize any bias, the Risk Assessment Plan MUST NOT contain any names that can be used to identify who the Proposer is (such as company names, personnel names, project names, or product names). The Risk Assessment Plan must not identify the Proposer's Cost or Fee for this project.

The Risk Assessment Plan should be brief and concise. The Risk Assessment Plan must NOT exceed 4 pages (front side of the page only) (2 pages for the Assessment of Controllable Risks, 2 pages for the Assessment of Non-Controllable Risks). Any plan that contains names may be marked as nonresponsive and eliminated from the evaluation process. The County also reserves the right, in its sole discretion, to modify a Proposal to request removal of noncompliant information. At the County's option, the Risk Assessment Plan may become part of the final contract (if Proposer is selected for award).

The criteria on which the Risk Assessment Plan will be evaluated is the capability of the Proposer to visualize, understand, and minimize risk to the County and the risk to a successful outcome of the Palmer Pavilion – Les Gilmore Kitchen Renovation Project.

VALUE ASSESSMENT PLAN – ATTACHMENT B: The purpose of the Value Assessment Plan is to provide Proposers with an opportunity to identify any value added options or ideas that may benefit the County, the project, or the service. If the Proposer can include more scope or service within the constraints of the County, the Proposer should provide an outline of potential value added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, methodologies, etc.

In order to minimize any bias, the Value Assessment Plan MUST NOT contain any names that can be used to identify who the Proposer is (such as company names, personnel names, project names, or product names). The Value Assessment Plan must not identify the Proposer's Cost or Fee for this project.

The Value Assessment Plan should be brief and concise. The Value Assessment Plan must NOT exceed 1 page (front side of the page only). Any plan that contains names may be marked as nonresponsive and eliminated from the evaluation process.

The criteria on which the Value Assessment Plan will be evaluated is the capability of the Proposer to identify any value added options or ideas that may benefit the County and the Palmer Pavilion – Les Gilmore Kitchen Renovation Project.

PAST PERFORMANCE INFORMATION – ATTACHMENT C: Past Performance Information (PPI) will be used to assist the County in identifying customer satisfaction on previous projects. The Proposer is responsible for selecting their team and for the performance of the team. The County will analyze past performance information on each of the entities listed below:

Entity #1: The CMAR Proposer (Firm)
Entity #2: The Project Manager (Individual)
Entity #3: The Site Superintendent (Individual)
Entity #4: The Pre-Construction Services Lead (Individual)

For each of these entities, the Proposer shall prepare and collect Past Performance Surveys as outlined below:

STEP 1 – IDENTIFY WHO TO CONTACT:

- Suggestions:
  - Each entity should identify a list of client references that will evaluate their performance.

- Each entity should identify and survey their "best" references, or clients that are highly satisfied.
- The reference projects do not have to be similar to the scope of this project.

- Requirements:
- The County cannot be listed or used as a reference.
- The references must be from projects that have been awarded, and 100% complete.
- The client or end user must be the reference and shall complete the survey. The survey cannot be completed by Proposers, consultants, architects/engineers, or any other third party.
- Only one survey per past project is allowed (the entity cannot have different individuals evaluate the same project)
- The maximum number of surveys that can be submitted is 5 for each entity. Failing to submit surveys will not disqualify an entity, however, the entity will receive "1" ratings/scores which may impact the Proposer's overall competitiveness.

STEP 2 – PREPARING THE SURVEYS: Each entity is responsible for preparing their own surveys. The survey questionnaire is separated into three different sections/parts. In order to receive credit for a returned survey, the entity shall provide all required information on the survey, including:

- (Part A) The entity shall enter the name of the Vendor (Proposer) and/or name and titles of Key Personnel that are being evaluated by the end client in this survey.
- (Part B) The entity shall enter background information about the project being evaluated. All information is required. Failure to provide this information, or listing "n/a" or "confidential" may result in no credit for the survey. The information that is required includes:
  - ☐ Name of the client or organization that purchased or owns the project (i.e. City of Edinburg)
  - ☐ Name of the project itself (i.e. Fire Station #7, Cafeteria Bldg.)
  - ☐ Date the project was awarded (i.e. May 2008)
  - ☐ Estimated/Approximate Size of the Project (i.e. $200,000)
- (Part C) This Part is to be completed by the client/end user and includes a customer satisfaction question, general comments, and contact information. The entity must ensure that the client's phone number is correct and working.

STEP 3 – DISTRIBUTING AND COLLECTING THE SURVEYS: Prior to distributing the surveys, it is recommended that the entity contact each client/reference to ensure that they are able and willing to complete the survey.

- The entity should fax, email, mail, or hand delivery the survey to each client/reference.
- The entity must enter their email address (located at the bottom of the survey) so that the surveys are returned back to the entity.
- The entity should follow up with each client/reference to make sure they complete the survey and send the survey back to the entity.
- All returned surveys MUST be evaluated AND signed by the client/reference. Once again, this reference must be the owner or end client of the Project.
- If a survey is not signed, it will NOT be counted or considered.

DRAFT #2

- The County may contact the client/reference to clarify a survey rating, check for accuracy, or to obtain additional information. If the client/reference cannot be contacted, the survey may be deleted and no credit given for that client/reference.
- Returned surveys must be packaged together and submitted with the Proposer's proposal

STEP TWO (For Shortlisted Proposers Only – DO NOT COMPLETE UNTIL REQUESTED BY THE COUNTY)

SELECTION PROCESS: This section provides a general overview of 'Step-Two' activities and requirements and only applies to Proposers that are shortlisted and qualified at the conclusion of 'Step-One'. During Step-Two, shortlisted Proposers may be requested to submit a project plan, a cost and schedule proposal, and participate in interviews. DO NOT PROVIDE ANY OF THIS INFORMATION AT THIS TIME.

Step Two will begin with notification of shortlisted Proposers and follow the Procurement Schedule outlined in Section 1 of this RFP.

An Evaluation Committee for this process is comprised of representatives appointed by Hidalgo County Commissioners Court.

The Evaluation Committee will be used to evaluate the Project Plan based on a scale of 1 through 10.

The Evaluation Committee will be used to evaluate the interviews comparatively to the interview criteria based on a scale of 1 through 10.

The Evaluation Committee will be asked to independently review and score the items. After each member completes his/her individual scoring, he/she will send the scores to the RFQ/RFP Coordinator, who will then normalize the scores to obtain the final consolidated score for each of the evaluated criteria. To normalize scores, the RFQ/RFP Coordinator will use a basic linear relationship to prioritize the Proposals based on the submitted information. The RFQ/RFP Coordinator will assign the most points to the Proposer with the best score in each criterion, and fewer points to the other Proposers (based on each Proposer's relative score from the best).
For Step-Two, responses to the Owner's Request for Proposals will be evaluated by an evaluation committee based on the following criteria and weighted points:

Evaluation Category	Points
Cost / Fee	10
Project Plan	10
Interviews of Key Personnel (Pre-Construction Services Lead, Project Manager, & Site Superintendent)	40
Overall Rating from Step-One	40
Total	**100**

PROJECT PLAN: The Project Plan consists of the following sections which will be evaluated for reasonableness:

- **Proposal Summary** – a brief roadmap that describes, in major activities or tasks, how the Proposer will meet the County's expectations (cost, time, resources, quality, and expectations) as set forth in this RFP. This should be a concise synopsis of the work, schedule, and approach that will be taken to complete this

project. This summary should demonstrate to the County that the Proposer can visualize what they are going to do before they do it.

- **Scope Assessment** – is a tool to assist the County in assessing the strength of their scope-of-work, and to align goals and expectations during the Clarification Phase.
- **Project Assumptions** – write a brief summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the Proposer has assumed the County will perform, items/tasks required from the County, and items/tasks that have not been included in the proposal (items that the Proposer feels are outside the scope of work). This should also include any critical expectations or responsibilities that the Proposer has of the County or County personnel.
- **Subcontractors Plan** – a brief summary of the Proposers approach to selecting their critical subcontractors based on overall value (rather than lowest cost alone).

In order to minimize any bias, the Project Plan MUST NOT contain names that can be used to identify who the Proposer is (such as company names, personnel names, project names, or product names).

The Project Plan must NOT exceed 4 pages (front side of the page only; one page for the Proposal Summary, one page for the Scope Assessment, one page for the Project Assumptions, and one page for the Subcontractor Selection Plan). Any plan that contains names, may be marked as nonresponsive and eliminated from the evaluation process.

COST PROPOSAL: The shortlisted/qualified Proposer will be required to provide cost information for preconstruction services, construction services fee, and general conditions.

INTERVIEWS: The County may conduct interviews with the Key Personnel from each of the Shortlisted/Qualified Proposers. This includes the following individuals (Note: the County may also request to interview additional personnel):

- Project Manager
- Site Superintendent
- Pre-Construction Services Lead

The individuals that will be interviewed must be the same individuals that are identified in Attachment A of the Proposer's Submittal. No substitutes, proxies, phone interviews or electronic interviews will be allowed. No other individuals (from the Proposer's organization) will be allowed to sit in or participate during the interview session. Individuals who fail to attend the interview will be given a "1" score, which may jeopardize the Proposer's competitiveness.

Interviews are expected to last approximately 20 minutes per individual. The County will interview individuals separately (not as a Proposer team). Interviewees will be prohibited from making any reference to their proposed cost proposal or cost information. Interviewees may not bring notes, presentation materials, or handouts. The County may request additional information prior to interviews.

Interviewees will be evaluated based on the following criteria:

- Individual past experience on similar projects
- Past experience working as a team on similar projects

DRAFT #2

- Project/Technical Approach and Plan for the Interviewee's role in the project
- Risk identification, explanation, solution, and potential impact within the Interviewee's role in the project
- Integration of client team, client requirements, and client needs within the Interviewee's role in the project

FINAL PRIORITIZATION OF PROPOSERS: After the Shortlisted/Qualified Proposers have been interviewed, they will be evaluated and scored by the Evaluation Committee. The RFQ/RFP Coordinator will create a consolidated score sheet that includes all of the criteria and weights as identified in Section II.

THE CLARIFICATION PERIOD: The Clarification Period is carried out prior to the signing of a contract. The intent of this period is to allow the apparent best-value Proposer an opportunity to clarify any assumptions, issues, or risks, and confirm that their proposal is accurate. The County's objective is to have the project completed on time, without any cost increases, and with high customer satisfaction. It is the Proposer's responsibility to ensure that the Proposer understands the County's subjective expectations. It is not the County's responsibility to ensure that the Proposer understands what its' expectations are. The Proposer is at risk, and part of the risk is understanding the County's expectations. The Proposer will not be permitted to modify its proposed cost proposal, project durations, or project team (unless through mutual negotiations with the County).

REQUIRED ACTIVITIES/DELIVERABLES:
The Proposer will be required to preplan the project in detail to ensure that there are no surprises. The Proposer will be required to perform the following (including, but not limited to):

1. Verify the Cost Proposal
   a. Provide a detailed cost breakdown (major areas, phases, components, etc.)
   b. Clarify any 'big-ticket' items
   c. Clarify all value added options (what is accepted or rejected)
   d. Clarify why the cost proposal may be significantly different from competitors

2. Provide a Project Schedule
   a. Prepare a high-level schedule of the project (with major milestones or tasks)
   b. If requested, prepare (or provide a plan to prepare) a detailed milestone schedule

3. Provide a Client Action Item Schedule
   a. Identify the roles and responsibilities of the County or County personnel
   b. Prepare a detailed schedule of any/all activities, actions, or decisions needed from the County (including specific due dates and client names responsible for the activities)

4. Align Expectations
   a. Coordinate with all critical parties (subcontractors, consultants, suppliers, etc.)
   b. Provide a complete list of all proposal assumptions
   c. Identify any potential 'deal breakers'
   d. Identify what is excluded from the proposal (tasks, activities, deliverables, etc.)

DRAFT

e. Review any unique technical requirements with the County
f. Review statements made during interviews
g. Revisit the sites to do any additional investigating

5. Provide All Documentation
   a. Provide a detailed project/work plan (if requested)
   b. Acceptance of contract terms and conditions (if requested)
   c. Provide a detailed safety plan (if requested)
   d. Provide a detailed staffing plan (if requested)
   e. Provide a quality control plan (if requested)
   f. Provide a detailed subcontractor plan (if requested)
   g. Provide a commissioning plan (if requested)
   h. Complete the Vendor/Bidder Application and W-9 forms (see Exhibit E)

6. Risk Mitigation Plan
   a. Identify all risks, activities, or concerns that may be unforeseen or not within the control of the Proposer. This should include everything (realistically) that may prevent you from being successful on this project.
   b. Identify if there are any strategies to mitigate these items
   c. Provide a plan of how unforeseen risks will be managed
   d. Identify what (if anything) concerns you the most, or is unique about this project

MEETINGS: The potential best value Proposer will be required to conduct and participate in several meetings throughout the Clarification Period. At a minimum, the County will expect a Kickoff Meeting and a Summary Meeting as explained below:

The County will require the Proposer to conduct a kickoff meeting at the beginning of the Clarification Period. The Proposer will lead the kickoff meeting and is expected to be prepared to present the following information:

- Description of their plan for project execution and management
- High level schedule for project delivery
- Address any major concerns provided by the County
- Identify and address any major deal breakers
- Address all project assumptions
- Explain why their cost/financial Proposal may be different from the budget and/or competitors
- Identify major risks to project delivery (focusing on risks that the Proposer does not directly control) and the associated risk mitigation strategy. Clearly, identify any information or actions needed from the County to support successful project delivery.
- Propose a meeting schedule for items that must be reviewed in detail and resolved during the Clarification Period.

The potential best-value Proposer will be required to hold a final summary meeting at the end of the Clarification Period. This meeting is to present a summary of the final details that were discussed and resolved during the clarification period. This meeting is not a question-and-answer meeting. The Proposer will lead the meeting to present the entire Proposal, project execution plan, and identified risks and mitigation plans.

DRAFT #2

CLARIFICATION DOCUMENT: The potential best value Proposer will be required to submit a Clarification Document. This document will only be performed by the Proposer that is invited to (and successfully completes) the Clarification Period.

NEGOTIATION: The County reserves the right to negotiate with the potential best-value Proposer during the Clarification Period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.)

FAILURE TO ENTER INTO AN AGREEMENT: At any time during the Clarification Period, if the County is not satisfied with the progress being made by the invited Proposer, or if the Proposer and the County fail to agree to terms or fail to execute a contract, the County may terminate the Clarification Period activities and then commence or resume a new Clarification Period with an alternative Proposer. There will be no legally binding relationship created with any Proposer prior to the execution of a written agreement. Any Proposer's proposal, terminated in accordance with this article, is removed from further participation in this Request for Proposal.

NOTIFICATION OF INTENT TO AWARD: The RFQ/RFP Coordinator shall issue a written notice to the Proposer advising of acceptance of the proposal and the County's intent to enter into an Agreement. No other action of the County shall constitute acceptance of the proposal.

POST PROJECT EVALUATION: Upon completion of the project, the County will evaluate its overall satisfaction of the project. This includes (but is not limited to): overall quality, ability to manage the project, ability to minimize complaints, ability to minimize County efforts, ability to minimize project delays, and ability to minimize cost increases. The final assessment may be used to document the performance of the Proposer and critical components of their team (individuals and subcontractors). The County may use this information on future procurements.

EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioners Court may elect to narrow the participating firms and request a presentation from firms that have scored at least 80 points in order to finalize ranking. Such presentation will increment the total scoring points with up to 10 additional points for a maximum of 110 total scoring points.

Categories under the 100-point scoring system include the following listed criteria:

1) Qualification Statement (30 points).
2) Risk Assessment Plan (used to evaluate experience and other appropriate factors demonstrating capability) (30 points).
3) Value Assessment Plan (used to evaluate experience and other appropriate factors demonstrating capability) (20 points).
4) Past Performance/Experience Information (CMAR Firm) (5 points).
5) Past Performance/Experience Information (Project Manager) (5)
6) Past Performance/Experience Information (Preconstruction Services Lead) (5)
7) Past Performance/Experience Information (Site Superintendent) (5)

Total = 100 points.

PRESENTATION (10 points): Hidalgo County Commissioner's Court, at its sole discretion, may elect to request a presentation from participating firms that have scored at least 80 points in the 100-Evaluation System for up to 10 additional points in order to finalize the ranking of firms.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

SELECTION PROCEDURES: The RFQ shall be submitted according to the schedule below. The respondents should be able to submit a Fee/Cost Proposal on short notice at a later time.

RFQ Submission: One (1) original and seven (7) copies of RFQs and two (2) CDs in PDF Format should be submitted to:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281
New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by no later than 9:30 a.m. on Wednesday, January 11, 2017.

All costs and expenses associated with the preparation and submission of RFQs shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

RFQ/SOQ Scoring and Ranking:

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County Request for Qualifications.

B. After the SOQs have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking. However, as detailed in the Selection Criteria (Exhibit B item 6), at the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking of the firms.

Negotiation Process: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. The County Commissioner's Court will then enter into negotiations process with the top ranked firm for the purpose of reaching an agreement. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

DRAFT #2

ATTACHMENT – A
SUBMITTAL FORM

COMPANY AND CONTACT INFORMATION

Name of Proposer: _____

Address: _____

Contact Information – Individual that can contractually obligate the Proposer/Firm

Name	
Title	
Email	
Telephone	

Contact Information – Individual that can be contacted for clarification on this proposal

Name	
Title	
Email	
Telephone	

SIGNATURE This proposal must be signed by the person authorized to contractually obligate the Proposer/Firm

Printed Name	
Signature	
Date Signed	

ADDENDA ACKNOWLEDGEMENT

The Proposer acknowledges receipt of the following addenda, and has incorporated the requirements of such addenda into their proposal. Failure to identify and sign for all addenda may subject the Proposer to disqualification. The Proposer must list all addenda by number, then initial and date to confirm that you have received and incorporated them into your Proposal.

The Proposer may add more rows as necessary

Number	Initials & Date	Number	Initials & Date	Number	Initials & Date

CRITICAL TEAM MEMBERS

Name of Project Manager* _____

Name of Site Superintendent* _____

Name of Pre-Construction Services Lead* _____

**These individuals cannot be removed or replaced from this project or their positions for the duration of the contract,*

ATTACHMENT-B
VALUE ASSESSMENT PLAN

Do not list any names or information that can be used to identify the Proposer. Do not list any cost information. You may add/delete "Ideas/Descriptions", but do not exceed the page limit (front side of page only) identified in the RFQ/RFP. Please use the following format:

Idea # – Title of the Value Added Idea
Description – A brief description of why the idea adds value to the client or service (what benefits or impacts the idea will bring in the short/long term). Do not make any reference to the proposed cost, but you may make reference to the potential impact to the cost and schedule in terms of estimated percentages.

VALUE ADDED OPTIONS (1 Page Maximum)

Idea 1: _____
Description: _____
_____
_____

Idea 2: _____
Description: _____
_____
_____

Idea 3: _____
Description: _____
_____
_____

Idea 4: _____
Description: _____
_____
_____

Idea 5: _____
Description: _____
_____
_____

ATTACHMENT C
PAST PERFORMANCE SURVEY

The County has requested past performance information on proposers and their key personnel. The proposer / key personnel listed below have identified you as a client for which they have previously performed work for. We would appreciate you taking the time to complete this survey.

PART A – PROPOSER / PERSONNEL REQUESTING CLIENT FEEDBACK

Name of the Proposer: _____

Name of Key Personnel: _____

PART B – PROJECT BACKGROUND

Client Name: _____ Date Awarded: _____

Project Name: _____ Size of Project ($): _____

PART C – REFERENCE EVALUATION

Please rate your overall level of satisfaction on a scale of 1 to 10 (with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied). Consider all aspects of the proposer / key personnel performance, such as: ability to manage project cost and schedule, quality of workmanship, close out process, ability to communicate and document risks, and ability to follow the user's rules, regulations, and requirements.

CRITERIA	UNIT	RATING
Overall Customer Satisfaction	(1-10)	

Please identify the greatest risks/problems/challenges that were encountered on this Project:

Please provide any recommendations, or identify anything you would do differently:

_____ _____ _____ _____

Printed Name of Evaluator | Title | Phone Number | Signature

Thank you for your time and effort in assisting us in this important endeavor.

Please return the completed survey to: EMAIL ADDRESS OF PROPOSER: _____

EXHIBIT B

SELECTION CRITERIA
HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MANAGER AT RISK (CMAR) for PALMER PAVILION – LES GILMORE KITCHEN PROJECT"

RFQ# 2016-406-01-11-HGO

DRAFT #2

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Qualification Statement **(30)**

The firm should discuss 5 projects completed in the last 7 years that best represent firm's ability to successfully manage this project to completion, on time and in budget. As a minimum, for each project, provide a brief description, current client reference information (including names and contact information), date services performed, specific services your firm performed, size of the project, original scheduled completion date and actual completion date, the original GMP and the final cost of construction. All 5 projects must be Construction Management at Risk projects. If your firm has several branch offices, highlight the projects on the list managed by the office that will manage the Hidalgo County project and any members of your proposed team which were involved in any of the 5 projects. Describe in detail what methods and procedures your firm will use to perform the tasks listed below. The description should elaborate how you will function as a part of the Hidalgo County Project Team and include Hidalgo County in the CMR process.

1. Cost and Quality Control during the Design and Construction Phases.
2. Scope Optimization and Value Engineering
3. Constructability
4. Schedule Management during the Design and Construction Phases.
5. GMP Development(Scope Definitions, Bidding, Bid Openings, Scoping Sessions, Bid Evaluations & Sub Selection)
6. Change Management
7. Other Tasks Unique To Your Firm

2. Risk Assessment Plan **(30)**

The Risk Assessment Plan should address risks that may impact the successful delivery of this project, considering all expectations as described in this RFP. The Proposer should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the County. The Proposer should rely on and use their past experience and knowledge of completing similar projects to identify these potential risks.

3. Value Assessment Plan **(20)**

The Purpose of the Value Assessment Plan is to provide Proposers with an opportunity to identify any value added options or ideas that may benefit the County, the project, or the service. If the Proposer can include more scope or service within the constraints of the County, the Proposer should provide an outline of potential value added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, methodologies, etc. The criteria on which the Value Assessment Plan will be evaluated is the capability of the Proposer to identify any value added options or ideas that may benefit the County and the project.

DRAFT

4. Past Performance/Experience of Project Team (20)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

5. Presentation (10 points).
Commissioner's Court reserves the option to request a presentation from participating firms that have scored at least 80 points in the 100-Evaluation System for an additional (10) points in order to finalize the ranking.

During presentation, selected participating firms will be required to:

1. Demonstrate their familiarity with and knowledge of the project scope and limits, including existing features and constraints;

2. Offer any insights the firm may have regarding issues or problems that might be necessary to consider;

3. Suggest any innovative approaches to the planning and design process;

4. Suggest possible technical solutions to problems inherent in this project;

5. Define why the firm believes should be selected.

DRAFT #2

Exhibit "B"

RFQ EVALUATION FORM

	SELECTION CRITERIA	RIF Range	RIF Max	TOTAL SCORE
1	Qualification Statement	25-30	30	
2	Risk Assessment Plan	25-30	30	
3	Value Assessment Plan	15-20	20	
4	Past Performance – CMAR Firm	1-5	5	
5	Past Performance – Project Manager	1-5	5	
6	Past Performance – Preconstruction Services Lead	1-5	5	
7	Past Performance – Site Superintendent	1-5	5	
	TOTAL	**100%**		

ADDITIONAL POINTS	Commissioner's Court may elect to request a presentation from firms with at least 80 points in the Total Score for an additional 10 points to finalize ranking.			
6.	Presentation	05-10	10	
FINAL SCORING POINTS				

COMMENTS:

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project, and always totals 100%.

DRAFT

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE DUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ

Conflict of Interest Questionnaire

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.

Exhibit "E"

Vendor/Bidder Application and W9 Forms

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)**
☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American
☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women
☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other
☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No
Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?:
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):
Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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.

Exhibit "F"

Certification Regarding Debarment

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 "G"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

DRAFT

HIDALGO COUNTY PRECINCT No. 2
(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS
"Construction Manager at Risk (CMAR) – Palmer Pavilion – Les Gilmore Kitchen Project"

RFQ No.: 2016-406-01-11-HGO

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Insurance & Project Acknowledgement forms

_____ Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" - Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" - Certification Regarding Debarment

_____ Exhibit "G" - Proposer's Affidavit

_____ SAMS.gov Registration - Acknowledgement www.sam.gov

_____ One (1) Original, Seven (7) Copies of Proposal(s) and 2 CD's in PDF format (see number 2 of Legal Notice).

DRAFT

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	SURPLUS FOR DEMOLITION	1601
TRANSFER FROM:	PCT2	122

TF# _____

CONTACT INFORMATION:

NAME (PRINT ESTHER PEREZ | PHONE. EX:2027 | FAX NO.: | E-MAIL: esther.perez@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Palmer Pavilion	3051		B
2				
3				
4				
5				
6				
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT. _____ _____

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: SURPLUS FOR THE PURPOSE OF DEMOLITION

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out	*ARMANDO POMPA*		12/13/14
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: Dago Rios
Requested By: PCT2
Date: 12/13/2016

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
3051	Palmer Pavilion	$160,594.67		1975	2016	40	41	$16,059.47	$144,535.20	$3,613.38	$144,535.20	$0.00
		$160,594.67						**$16,059.47**	**$144,535.20**		**$144,535.20**	**$0.00**

Historical Cost - Residual Value = $144,535.20

AI-57688 **Purchasing Department** **23. C. 2.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Texas LGC Chapter/Section 263.151 (2)(B)(C)(CD) and 263.152 (a)(2) action to declare one (1) 2007 Terex TX970B Backhoe one (1) 2004 Terex TX760 Backhoe and one (1) JCB Model 215S Backhoe as "Surplus" [detailed & described in the Exhibit attached herein] for the purpose of disposition [of the 3 units] for use as "Trade-Ins" toward the acquisition of new units;

B. Approval to Purchase through Buyboard awarded vendor, John Deere Construction Retail Sales via Contract 515-16 - two (2) - 410L Backhoe Loader through Requisition #310098 in the amount of $176,992.00 for Pct. #2.

BACKGROUND

Trade In- (1) 2007 Terex TX970B Backhoe vin # SMFH64EC07RGS2102 (Asset # 46841) value $ 18,735.86
(1) 2004 Terex TX760 Backhoe vin# SMFH44TC04DFM3086 (Asset # 42630) Value $ 0.00
(1) JCB MODEL 215S Backhoe vin# USA215SOCRE419189 (Asset 3 27983) value $0.00

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1345-431-00-122-112-0-751

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

BUDGETARY IMPACT:

Funds available as of 12/09/16. Req#310098

Attachments

Backup for Req 310098
PCT2 Backhoe Quote Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/09/2016 04:01 PM

Budget & Management	Veronica Ortiz	12/09/2016 04:03 PM
Merlen P. Munoz	Merlen P. Munoz	12/09/2016 04:46 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Elena Gomez		Started On: 12/07/2016 01:51 PM
Final Approval Date: 12/09/2016		

Req # 310098

DOGGETT

12-7-16

Hidalgo County Pct # 2
4011 S. Veterans Blvd
San Juan , Tx
Attn : Armando Salinas

We are pleased to quote the following for your consideration:

1 - John Deere 410L Backhoe Loader
John Deere 4045HT083 Turbocharged Final Tier 4 Engine
4 Wheel Drive
Cab / Air
Extended Stick
Pilot Controls
Ride Control
24" Digging Bucket
1.5 Cu Yd Loader Bucket

JD Link GPS Free for 3 years

Sales Price:		$ 173,642.00
Buyboard Discount: -39% Contract # 515-16		$ -67,720.38
Doggett Discount:		$ - 5,925.62
Price :		$ 99,996.00
Price x 2	$ 99,996.00 X 2	$ 199,992.00
2004 Terex 760B S/N# 3086 Backhoe Trade-in		$ -11,000.00
2007 Terex 970B S/N # 2101 Backhoe Trade-in		$ - 8,000.00
1994 JCB 215 S/N # 419189 Backhoe Trade-in		$ - 4,000.00
Total Trade-in		$ - 23,000.00
Sales Price		$ 176,992.00

JOHN DEERE

DOGGETT

12-7-16

Thank you for the opportunity to quote John Deere machinery.

Sincerely,

Andy Ramos
Territory Sales Manager
900 E. Expressway 83
San Juan,Tx 78589

JOHN DEERE

Phone: 800-69
Fax: 800-21
Email: info@buyboa

Welcome **Elena** [L

Administration | RFQ | Reports | Shopping Cart | Help

Vendor Contract Information

Back

Search:
515-16

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
John Deere Construction Retail Sales[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	John Deere Construction Retail Sales
Address:	1515 5th Avenue Moline, IL 61265
Phone Number:	(309) 765-0294
Email:	deakynemarkr@johndeere.com
Website:	http://www.deere.com/en_US/regional_home.page
Federal ID:	36-3387700
Contact:	Mark Deakyne
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	Yes
Contract Name:	Construction, Road/Bridge, Ditching, Trenching, Utility and Other Equipment
Contract Description:	Air compressors; articulated trucks; conveyors; generators; construction, asphalt, care, & trenching equipment; trommel screen/compost; compactors/rollers; street waste handling; paint striping; forklifts; service/repair
Contract#:	515-16
Effective Date:	12/01/2016
Expiration Date:	11/30/2019
Payment Terms:	Net 30 days
Delivery Days:	120
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	EDGAR Compliance documents (2 CFR Part 200 & Appendix II) are included in tl response document, and can be found in the Vendor Proposal File link near the t page.
Quote Reference Number:	515-16
Return Policy:	No return policy
Additional Dealers:	See Additional Dealers/Distributors for dealer list.

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
Proposal Files:	Click to view Vendor Proposal Files Documents
Additional Dealers/Distributors:	Click to view Vendor Additional Dealers/Distributors Documents

Contact us 800-695-2919

Shopping Cart

Vendor	Description
John Deere Construction Retail Sales	39% Discount Off Backhoes pricelist (39% to 43% discount) for Backhoe/Loaders, Accessories and Attachments. Line Item 8

JOHN DEERE

Equipment Details

Dealership: Andres Ramos
DOGGETT HEAVY MACH SERV LLC
900 E. EXPRESSWAY 83
SAN JUAN, TX 78589
Phone: 9567870001

Date January 04, 2016

All amounts are displayed in USD

410L BACKHOE LOADER

Code	Description	Qty	List Price
0AB0T	410L BACKHOE LOADER		$125,375.00

Options

Required Items:

1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions with Net Peak Power of 113 Hp. For use only in areas where EPA Final Tier 4/EU Stage IV is required. Turbocharged. Wet Sleeve Cylinder Liners. 4 Valves / Cylinder. Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel Compatible. Cooled Exhaust Gas Recirculation. Serpentine Belt with Automatic Belt Tensioner. Enclosed Safety Fan Guard. Vertical Spin-On Engine Oil Filter. Spin-On Fuel Filter with Water Separator. Dual Safety Element Dry-Type Air Cleaner with Evacuator Valve. Underhood Exhuast Filter and Catalysts with Evacuator Valve. Automatic Exhuast Filter Regeneration. Glow Plugs. Electronically controlled, variable-speed cooling fan.	1	$14,820.00
1700	JDLink Ultimate Cellular for the Americas, excluding Costa Rica Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLink Ultimate activation.	1	In Base Price

	JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality. Includes 3 year subscription. Annual subscription renewal required after 3 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.		
2401	English Decals with English Operator and Safety Manuals Includes English decals installed and English language operator's manual and parts book	1	In Base Price ✓
3065	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential and 5F/3R Powershift Transmission Includes torque converter with electrically actuated twist grip TCL in 1st through 5th gears.	1	In Base Price ✓
4891	Firestone 21L - 24 12PR & 12.5/80-18 12PR Traction Sure Grip Lug, Front 92 inches (2.33 M) overall width. Rear tire chains require wheel spacers. Requires Axle Code 3065 or 3095.	1	$574.00
2035	Cab Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Molded roof. Tinted safety glass. Deluxe interior trim. Headliner. Molded floor mats. Less Radio. Air Conditioning 26,000 BTU. CFC free R134a refrigerant. Heater/defrosters/pressurizer, 40,000 BTU, 3 speed. Mechanical Suspension Deluxe, Cloth, Swivel Seat with Lumbar Adjustment and Arm Rests, Fully Adjustable. 3 in Seat Belt. Tilt Steering Wheel. Interior Rearview Mirror Front 2-speed wiper with windshield washer and rear 1-speed wiper. (2) front driving/working halogen lights - 32,500 Candlepower Each (2) rear working halogen lights - 32,500 Candlepower Each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflector See Order As Desired codes for additional Cab options not	1	$12,889.00

	Included in standard Cab (i.e. Air Suspension Seat, Radio, Sun Visor).		
8635	Single Battery With Disconnect and Jump Post	1	$250.00
6020	Extendible Dipperstick Extended stabilizer legs.	1	$8,141.00
6210	No Auxiliary	1	In Base Price
5285	Pilot Controls, Two Lever, with Pattern Selection Proportional Auxiliary control and extendible dipperstick controlintegrated into pilot control levers.	1	$2,594.00
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket Bucket includes TK Teeth.	1	$1,308.00
5400	Less Coupler	1	In Base Price
7025	Two-Function Loader Hydraulics, Single Lever	1	In Base Price
8475	1000 Lb. (454 kg) Front Counterweight	1	$1,337.00
7655	1.5 Cu. Yd. (1.15 Cu. M.), 92 in. (2.34 m.) wide Heavy Duty Long Lip Bucket with Bolt-On Cutting Edges and Skid Plates 92 in. (2.34 m.) wide. Includes reversible bolt-on cutting edge and skid plates. Includes two lift holes.	1	$3,569.00
	Optional Items:		
9110	Ride Control	1	$1,935.00
9917	Radio, Basic Package ~~AM/FM Radio, Weather Band.~~	1	$850.00
	Configuration Total:		**$173,642.00**

Summary

Equipment Totals (Includes "Other Charges")	Qty	Each	Extended
410L BACKHOE LOADER	1	$173,642.00	$173,642.00

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.
Some additional charges may apply.

JOHN DEERE

Current Date 08Jan2016

410L BACKHOE LOADER

410L Standard Equipment

COOLING SYSTEM:
Engine Radiator
Engine Coolant -40 Degrees F (-40C)
Coolant Recovery Tank with Low Level Indicator
Oil-to-Water Engine Oil Cooler
Fold-Out, Hinged Cooling System
High Ambient Temperature Engine Coolant
POWERTRAIN:
Powershift Transmission with Torque Converter
Single Electric Transmission Control Lever (Forward/Neutral/Reverse) with integrated gear selection & horn
Planetary Final Drives
Differential Lock, Foot Switch Activated
Mechanical Limited Slip Front Wheel Drive
Hydrostatic Power Steering with Emergency Manual Mode Power-Assisted
Hydraulic Service Brakes Inboard, Wet Disc, Self-Adjusting and Self-Equalizing (Conforms to ISO 3450)
Parking/Emergency Brake: Independent of Service Brakes (Conforms to ISO 3450) Spring Applied, Hydraulically Released, Wet Multi-Disc
Auto Shutdown
HYDRAULICS:
42 GPM (159 L/m) Axial Piston Pump - PCLS System
Dedicated Hydraulic Reservoir
Two-Direction Anti-Drift Valves
Less Bucket with Bucket Pins
LOADER:
Return-To-Dig Feature
Bucket Level Indicator
Hydraulic Self-Leveling (anti-spill)
Single Lever Control with Electric Clutch Cut-off Switch
Less Bucket with Bucket Pins
Loader Boom Service Lock
High-Visibility Loader Arms
ELECTRICAL:
12 Volt System
120 Amp Alternator (canopy)
(4) Front Driving/Working, (4) Rear Working and (2) Side Docking
Halogen Lights (32,500 Candlepower Each)
(2) Front and (2) Rear Turn Signal/ Flashing
(2) Rear Stop and Tail
(2) Rear Reflectors
Single Battery with 180 Minute reserve Capacity and 925 CCA
Blade Type Multi-Fused Circuits
By-Pass Start Safety Cover on Starter
Positive Terminal Battery Cover
OPERATOR STATION:
Modular Design ROPS/FOPS Level 2Canopy Isolation Mounted with Molded Roof (Conforms to SAE J1040)
Left and Right Side Access
Slip-Resistant Steps and Ergonomically Located Handholds (Conforms to SAE J185)
Molded Floor Mat and
Fuel Gauge
Transmission Oil Temperature Gauge
Electric Monitor System with Audible and Visual Warning:
Air Cleaner restriction
Low Alternator Voltage
Engine Oil Pressure
Hydraulic Filter Restriction
Park Brake On-Off
Seat Belt
Engine Coolant Temperature
Transmission Oil Temperature
Fuel
Electric Hourmeter/ Tachometer / Voltmeter
Sealed Switch Module
Keyless Start
Machine Security
12 Volt Outlets (2)
Horn
Interior Rearview Mirror
Rotary Hand Throttle
Suspended Foot Throttle
Lockable Right Hand Storage
Built-In Operator's Manual Storage Compartment
Built-In Cup Holder
Coat Hook
OVERALL VEHICLE:
(2) Front and (2) Rear Built-In Tie Downs
One-Piece Unitized Construction Mainframe
Heavy Duty Front Bumper
Dent Resistant Rear Fenders
Vandal Protection Locking for:
Engine Hood
Monitor
Tool Box
Fuel Tank
Hydraulic Reservoir
37 Gal. (140L) Fuel Tank
Reverse Warning Alarm

6 Micron Vertical Spin-On Filter
"O" Ring Face Seal Connectors
Circuit Relief Valve Protection
Economy Mode
Auto Idle
Lift Mode
BACKHOE:
Backhoe Transport Lock Lever
Swing Locking Pin Stored in Op. Station
ISO (Deere) 2 Lever Mechanical Backhoe Controls
Reversible Pad Stabilizer Feet with integrated lock Stabilizer

Headliner
Seat, Deluxe Deep Foam, Vinyl Cover, High Back with Adjustable:
Suspension for Weight/Height
Fore-Aft
Lumbar Adjustments
Arm Rests
3 In. Seat Belt with Retractor
Engine Coolant Temperature Gauge

21L - 24 In. 12 PR (R4) Tubeless Rear
12.5/80 - 18 In. 10 PR Traction Front Sure Grip Lug Tires
Ground Level Fueling
Remote Grease Bank for Front Axle
Tilt Hood with (2) Service Positions
JDLink Ultimate in Approved Countries

Required - *You must select one from each category*

BASE MACHINE

Ex-Works Dubuque,Iowa, United States of America

As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order.

Description	Code	Price
410L BACKHOE LOADER	0AB0T	$125,375.00

ENGINE

Description	Code	Price
John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions with Net Peak Power of 113 Hp.	1065	$14,820.00

For use only in areas where EPA Final Tier 4/EU Stage IV is required.

Turbocharged.
Wet Sleeve Cylinder Liners.
4 Valves / Cylinder.
Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel Compatible.
Cooled Exhaust Gas Recirculation.
Serpentine Belt with Automatic Belt Tensioner.
Enclosed Safety Fan Guard.
Vertical Spin-On Engine Oil Filter.
Spin-On Fuel Filter with Water Separator.
Dual Safety Element Dry-Type Air Cleaner with Evacuator Valve.
Underhood Exhuast Filter and Catalysts with Evacuator Valve.
Automatic Exhuast Filter Regeneration.
Glow Plugs.
Electronically controlled, variable-speed cooling fan.

John Deere PowerTech E 4.5L (276 Cu.In.) Engine EU Stage IIIA Emissions with Net Peak Power of 103 Hp (107 Hp with optional viscous fan)	1085	$5,904.00

This engine may only be used in markets that are not subject to current U.S. EPA or EU nonroad emission regulations. Not for use in the US.
EU Stage IIIA Emissions.

Turbocharged.
Wet Sleeve Cylinder Liners.
Serpentine Belt with Automatic Belt Tensioner.
Enclosed Safety Fan Guard.
Vertical Spin-On Engine Oil Filter.
Spin-on Fuel filter with Water Separator.
Dual Safety Element Dry-Type Air Cleaner With Evacuator Valve.
Muffler, Underhood with Vertical Curved Exhaust Stack.
Suction Type, Belt Driven Fan.

John Deere PowerTech 4.5L (276 Cu. In.) Engine Meets Stage II emissions with Net Peak Power of 97 Hp (101 Hp with optional viscous fan)	1075	($2,086.00)

Includes Severe-Duty Fuel Filter.
Engine Conforms to EU Stage II emissions.
Not available for U.S. and Canada.
This engine may only be used in markets that are not subject to current U.S. EPA or EU nonroad emission regulations.
Turbocharged.
Wet Sleeve Cylinder Liners.
Serpentine Belt with Automatic Belt Tensioner.
Vertical Spin-On Engine Oil Filter.
Spin-on Fuel filter with Water Separator.
Dual Safety Element Dry-Type Air Cleaner With Evacuator Valve.
Muffler, Underhood with Vertical Curved Exhaust Stack.
Suction Type, Belt Driven Fan.
This engine may only be used in markets that are not subject to current U.S. EPA or EU nonroad emission regulations.

MACHINE CONNECTIVITY

Machine connectivity functions require cellular coverage. Usage of JDLink System requires customer's acceptance of the terms of the John Deere Telematics System Contract.

Option availability limited by specific geographical regions. Please refer to region specific price pages for appropriate ordering codes.

Description	Code	Price
JDLink Ultimate Cellular for the Americas, excluding Costa Rica	1700	In Base Price

Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLink Ultimate activation.

JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality.

Includes 3 year subscription. Annual subscription renewal required after 3 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions.
Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

JDLink Ultimate Satellite for the Americas, excluding Costa Rica	1701	$1,807.00

JDLink Ultimate Cellular Hardware

Includes JDLink hardware, integrated cab wiring harness, antenna, and modular telematics gateway (MTG). JDLink Ultimate web access and data storage must be purchased separately through Stellar. Customers must purchase a SIM card and a compatible data plan to enable JDLink. See your John Deere dealer for details.

No JDLink Ultimate	1741	No Charge

LANGUAGE DECALS

Description	Code	Price
English Decals with English Operator and Safety Manuals	2401	In Base Price ✓
Includes English decals installed and English language operator's manual and parts book		
English Decals with Spanish Decals and Manuals Seperate	2403	In Base Price
Includes English decals installed with Spanish decal packet and English language operator's manual and parts book		
English Decals with French Decals and Manuals Seperate	2404	In Base Price
Includes English decals installed and French decal packet and English language operator's manual and parts book		
No Text Labels with English Operator and Safety Manuals	2410	In Base Price
No Text Labels with Spanish Operator and Safety Manuals	2411	In Base Price
No Text Labels with French Operator and Safety Manuals	2412	In Base Price

FRONT AXLE AND TRANSMISSION

Description	Code	Price
Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential and 5F/3R Autoshift Transmission	3095	$2,876.00
Autoshift can turned on/off in the SSM. When Autoshift if off, Backhoe will operate with Powershift transmission.		
2 Wheel Drive with 5F/3R Powershift Transmission	3035	($9,872.00)
Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential and 5F/3R Powershift Transmission	3065	In Base Price ✓
Includes torque converter with electrically actuated twist grip TCL in 1st through 5th gears.		

TIRES AND WHEELS (FRONT AND REAR)

Description	Code	Price
FOR USE WITH MECHANICAL FRONT WHEEL DRIVE		
Galaxy 580 Radial - 500/70R24 Rear & 340/80R18 Front	4484	$1,402.00
Tire designed for off-road operation. Requires Axle Code 3065 or 3095.		

Galaxy 21L 24 in. 12 PR Rear & 12.5/80-18 10PR Front	4466	In Base Price
Requires Axle Code 3065 or 3095.		
Firestone 21L - 24 12PR & 12.5/80-18 12PR Traction Sure Grip Lug, Front	4891	$574.00
92 Inches (2.33 M) overall width. Rear tire chains require wheel spacers. Requires Axle Code 3065 or 3095.		
Michelin Radial - 500/70 R24 XMCL Rear & 340/80 R18 XMCL Front	4782	$2,282.00
85 in. (2.16 m) overall width. Requires Axle Code 3065 or 3095. Rear tire chains require wheel spacers.		
Galaxy 550 Radial - 500/70R24 Rear & 340/80R18 Front	4482	$2,522.00
Tire designed for hard surface roading and snow. Requires Axle Code 3065 or 3095.		
FOR USE WITH 2 WHEEL DRIVE		
Galaxy 21L 24 12PR Rear & 12.5/80-18 12PR Front	4444	($277.00)
Requires Axle Code 3035.		

OPERATOR STATION

Description	Code	Price
Canopy (ROPS/FOPS)	2015	In Base Price
Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Molded roof. Molded floor mats if Code 5285 is ordered . Mechanical Suspension Deluxe, Vinyl, Swivel Seat with Lumbar Adjustment and Arm Rests, Fully Adjustable. 3 In. Retractable Seat Belt. (2) front driving/working halogen lights - 32,500 Candlepower Each (2) rear working halogen lights - 32,500 Candlepower Each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflectors		
Cab	2035	$12,889.00
Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Molded roof. Tinted safety glass. Deluxe interior trim. Headliner. Molded floor mats. Less Radio. Air Conditioning 26,000 BTU. CFC free R134a refrigerant. Heater/defrosters/pressurizer, 40,000 BTU, 3 speed. Mechanical Suspension Deluxe, Cloth, Swivel Seat with Lumbar Adjustment and Arm Rests, Fully Adjustable. 3 in Seat Belt. Tilt Steering Wheel. Interior Rearview Mirror Front 2-speed wiper with windshield washer and rear 1-speed wiper. (2) front driving/working halogen lights - 32,500 Candlepower Each		

(2) rear working halogen lights - 32,500 Candlepower Each
(6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof
(4) turn signal/flashing/rear stop/tail lights - 2 front and rear
(2) rear reflector

See Order As Desired codes for additional Cab options not included in standard Cab (i.e. Air Suspension Seat, Radio, Sun Visor).

BATTERY

Description	Code	Price
Single Battery, 150 Minute Reserve Capacity (950 CCA)	8625	In Base Price
Single Battery With Disconnect and Jump Post	8635	$250.00
Dual Batteries, 300 Minute Reserve Capacity (1900 CCA)	8675	$279.00
Dual Batteries With Disconnect and Jump Post	8685	$529.00

BACKHOE DIPPERSTICK

Description	Code	Price
Standard Dipperstick	6010	In Base Price
Includes extended stabilizer legs.		
Extendible Dipperstick	6020	$8,141.00
Extended stabilizer legs.		

REAR HYDRAULICS

Description	Code	Price
No Auxiliary	6210	In Base Price
Auxiliary Hydraulic with One Way Flow (Hammer)	6220	$3,978.00
Includes plumbing to end of dipperstick. Requires code 6020.		
Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)	6230	$5,196.00
Includes plumbing to end of dipperstick for one way flow valve. Less plumbing for two way flow valve. Requires code 6020.		
Auxiliary Hydraulic with Two Way Flow, No Plumbing	6240	$200.00
Includes foot pedal on mechanical control configurations. Requires code 6010.		

BACKHOE CONTROLS

Description	Code	Price
Mechanical Controls, Two Lever, ISO (DEERE)	5225	In Base Price
Pilot Controls, Two Lever, with Pattern Selection	5285	$2,594.00

Proportional Auxiliary control and extendible dipperstick controlintegrated into pilot control levers.

BACKHOE BUCKETS

For Deere buckets:
All buckets include lift holes.

Description	Code	Price
Less Backhoe Bucket with Bucket Pins	5600	In Base Price
18" (457 mm) Wide, Heavy-Duty, 5.1 Cu. Ft. (0.14 Cu. M.) Capacity Bucket	5626	$1,309.00
Bucket includes TK Teeth.		
Top Hook 18" (457 mm) Wide, Heavy-Duty, 5.1 Cu. Ft. (0.14 Cu. M.) Capacity Coupler Bucket	5630	$1,278.00
Bucket includes TK Teeth. Requires Code 5430 Top Hook Coupler.		
24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	5656	$1,333.00
Bucket includes TK Teeth.		
Top Hook 24" (610 mm) Wide, Heavy-Duty, 8.8 Cu. Ft. (0.25 Cu. M.) Capacity Coupler Bucket	5660	$1,772.00
Bucket includes TK Teeth. Requires Code 5430 Top Hook Coupler.		
12 In. (305 mm) Wide Bucket, 3.3 Cu. Ft. (0.09 Cu. M.) Capacity Buckets	5616	$1,101.00
Bucket includes TK Teeth.		
24" (610 mm) Wide, Severe-Duty, 7.5 Cu. Ft.(0.21 Cu. M.) Capacity Bucket	5658	$1,753.00
Bucket includes TK Teeth.		
24" (610 mm) Wide, Heavy-Duty, 8.8 Cu. Ft. (0.25 Cu. M.) Capacity Bucket	5676	$1,753.00
24" (610 mm) Wide, Severe-Duty, 8.8 Cu. Ft. (0.25 Cu. M.) Capacity Bucket	5678	$1,995.00
Bucket includes TK Teeth.		
30" (762 mm) Wide, Heavy-Duty, 10 Cu. Ft. (0.28 Cu. M.) Capacity Bucket	5686	$1,650.00
Bucket includes TK Teeth.		

BACKHOE QUICK COUPLERS

Description	Code	Price
Less Coupler	5400	In Base Price

DEERE Standard Quick Coupler	5410	$1,231.00
For use with 310SE, SG, SJ, SK, SL; 410E, G,J, K, L backhoe buckets. Not compatible with 310E, G, J, K, L Series Backhoe Buckets.		
Multi-Brand Quick Coupler	5420	$1,399.00
For use with DEERE C, D, SE, SG, SJ, SK, SL & SL HL Series buckets and with Case K, L, M and CAT C Series Buckets. Not for use with 710 Buckets. Not compatible with Case N-Series. Spacers are recommended for Cat and Case buckets, see bulletin 07BH08 for details.		
Top Hook Quick Coupler	5430	$1,122.00
For use with DEERE Top Hook Coupler bucket codes 5630 or 5660 and CP or Pre-XLS Wain Roy Top Hook Bucket. Top Hook Coupler will not work with DEERE thumbs.		
New Series Multi-Brand Quick Coupler	5440	$1,444.00
For use with CAT D,E, F, Case K-L-M, and DEERE SE, SG, SJ, SK, SL & SL HL Series backhoe buckets except high-capacity buckets and 710 buckets. Not compatible with Case N-Series.		
Universal Coupler - Pin-grabber style coupler (non-hydraulic)	5450	$2,761.00
For use with DEERE C, D, SE, SG, SJ, SK, SL & SL HL Series buckets and with Case K, L, M, N and CAT C, D, E & F Series Buckets. Not for High Capacity Buckets and 710 Buckets. UNIVERSAL COUPLER will not work with DEERE thumbs.		

LOADER HYDRAULICS

All selections come with Return to Dig feature.

Description	Code	Price
Two-Function Loader Hydraulics, Single Lever	7025	In Base Price
Loader Coupler, 2-Function Hydraulics, Single Lever	7035	$6,646.00
Includes Ride Control Cannot be used with Code 9110 Ride Control Will accept G, J, K, and L-Series loader coupler buckets		
Three-Function Loader Hydraulics, Single Lever	7080	$3,181.00
Single lever loader control with electro-hydraulic auxiliary control, clutch disconnect, momentary MFWD, and transmission quick shift. For multi-purpose bucket and front attachments. Includes valve with circuit relief and 5 In. (12.7 mm) hoses and steel lines to loader cross tube.		
Loader Coupler, 3-Function Hydraulics, Single Lever	7085	$9,707.00
Single lever loader control with electro-hydraulic auxiliary controler/thumb roller, clutch disconnect, and momentary MFWD. Includes Ride Control. Not for use with Code 9110 Ride Control For multi-purpose coupler bucket and front attachments.		

Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines to loader cross tube.
Will accept G, J, K, and L-Series loader coupler buckets.

FRONT COUNTERWEIGHTS (PICK 1)

410L COUNTERWEIGHT SELECTION CHART
Select the Proper Counterweight for the Machine and Optional Equipment
Add/subtract the options front axle percent. Then add the counterweight that gives the desired weight distribution (between 27-32%, Target - 30%) to select counterweight.

"To this percent weight, add/subtract the following option percents, according to configuration as ordered."

Base..... +26.2%
Extendable..... -4.8%
Backhoe Coupler..... -1.4%
Backhoe Attachment over 600 lbs..... -2.0%
Multi-Purpose Loader Bucket..... +5.2%
Loader Coupler..... +4.4%
Standard Front Axle ..... -1.3%
Cab ..... -0.4%

"Choose counterweight which results in the target front axle weight percent"

Counterweight Options
Bumper 0.0%
450 lb. Counterweight 2.4%
750 lb. Counterweight 4.0%
1,000 lb. Counterweight 5.0%
1,250 lb. Counterweight 6.2%

*** Base calculated using an Extendable dipper, Cab, Mechanical Front Wheel Drive, Standard Loader bucket, and a Standard Backhoe bucket.

Description	Code	Price
Front Cover	8410	In Base Price
Heavy-Duty Bumper	8415	$217.00
450 Lb. (204 kg) Front Counterweight	8425	$599.00
750 Lb. (340 kg) Front Counterweight	8455	$971.00
1000 Lb. (454 kg) Front Counterweight	8475	$1,337.00
1250 Lb. (567 kg) Front Counterweight	8485	$1,711.00

LOADER BUCKETS

Loader Buckets include Skid Plates and Lift Hooks unless stated otherwise.

Description	Code	Price
Less Loader Bucket with Pins for Buckets or Front Attachments	7600	In Base Price
Old Style pins will be necessary with older buckets and attachments.		
1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy Duty Long Lip Bucket with Bolt on Cutting Edge and Skid Plates	7645	$3,332.00
PIN-ON LOADER BUCKETS (Not for use with Coupler)		
Not compatible with 7035 and 7085.		

1.32 Cu. Yd. (1.0 Cu. M.), 92 in. (2.34 m) Wide Multipurpose Bucket	7685	$6,910.00
Requires Code 7080, Aux. Loader Hydraulic Includes reversible bolt-on cutting edge and skid plates. Pre-drilled for eight teeth - Order teeth from parts. Includes two lift holes.		
1.5 Cu. Yd. (1.15 Cu. M.), 92 in. (2.34 m.) wide Heavy Duty Long Lip Bucket with Bolt-On Cutting Edges and Skid Plates	7655	$3,569.00
92 in. (2.34 m.) wide. Includes reversible bolt-on cutting edge and skid plates. Includes two lift holes.		
COUPLER LOADER BUCKETS		
Requires codes 7035 or 7085 Loader Coupler		
Less Coupler Bucket	7605	No Charge
1.32 Cu. Yd.(1.0 Cu. M.), 92 in.(234 mm) wide Multipurpose Coupler Bucket	7690	$7,239.00
Requires Code 7085, Aux. Loader Coupler Hydraulics. Cannot be used with code 8475 or 8485 Counterweight. Includes reversible bolt-on cutting edge and skid plates. Pre-drilled for eight teeth - Order teeth from parts. Includes two lift holes.		
1.5 Cu. Yd. (1.15 Cu. M.), 92 in. (2.34 m.) wide Heavy Duty Long Lip Coupler Bucket with Bolt-On Cutting Edges and Skid Plates	7660	$3,569.00
92 in. (2.34 m.) wide. Includes reversible bolt-on cutting edge and skid plates. Includes two lift holes.		

Optional - *Select as desired*

OPTIONAL EQUIPMENT - ORDER AS DESIRED

Description	Code	Price
POWERTRAIN AND COOLING		
Chrome Exhaust Extension	9045	$173.00
Full MFWD Driveshaft Guard	9505	$417.00
110 Volt Engine Coolant Heater (1000 Watts)	9080	$167.00
Electric Ether Start Aid without Ether Canister	9085	$310.00
Not for use with engine code 1065 (Final Tier Engine).		
OPERATOR STATION		
Ride Control	9110	$1,935.00
Exterior Rear View Mirrors (2)	9920	$334.00
Sun Visor	9919	$92.00

Radio, Basic Package	9917	$850.00
AM/FM Radio, Weather Band.		
Radio, Premium Package	9916	$1,320.00
AM/FM Radio, Bluetooth, USB Aux Input, 3mm Line In Aux, Weather Band, XM Capable, Roof Storage Compartment for Mobile Devices.		
Floor Mat - Canopy	9119	$364.00
Tilt Steering - Canopy	9118	$546.00
Headliner - Canopy	9117	$145.00
Front View Mirror	9060	$80.00
Left Side Console Storage with Cup Holders	9210	$79.00
Seat, Cloth Air-Suspension	9965	$490.00
OVERALL VEHICLE		
Hydraulic 4-Tine (Standard Dipperstick) Backhoe Thumb	9020	$6,583.00
Includes plumbing from valve to thumb and thumb mounting ears Requires backhoe bucket code 5600, 5656 or 5658. Not for use with Codes 5430, 5450.		
Viscous Variable Speed Engine Fan	9105	$500.00
Replaces direct drive engine cooling fan for reduced noise levels & decreased fuel consumption. Only available with Tier 2 or Tier 3 Engines or the 310L EP.		
Diagnostic Oil Sampling Ports	9515	$201.00
Requires code engine code 1085 or 1065. Includes 4 ports: Engine oil Engine coolant Transmittion oil Hydraulic oil.		
Hydraulic Fluid - Hydrau XR Synthetic Oil	9088	$592.00
Intended for colder climates with extreme cold ambient temperatures down to -40C (-40F). Provides all-season capability in ambient temperatures ranging from -40C to 40C (-40F to 104F).		
Non-Export Rust Preventive Coating	9909	$167.00
Coating protects exposed unpainted surfaces from road salt during shipment.		
Strobe Light with Magnetic Mount	9905	$572.00
Light is shipped loose in the cab.		
Hydraulic 4-Tine (Extendible Dipperstick) Backhoe Thumb	9025	$6,407.00
Includes plumbing from valve to thumb and thumb mounting ears Requires backhoe bucket code 5600, 5656 or 5658. Not for use with Codes 5430, 5450.		

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	SURPLUS/TRADE IN	1601
TRANSFER FROM:	PCT2	122

TF# _____

CONTACT INFORMATION:

NAME (PRINT ESTHER PEREZ | PHONE. X2027 | FAX NO.: | E-MAIL: esther.perez@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	2007 TEREX TX970B BACKHOE	46841	SMFH64EC07FGS2102	F
2	2004 TEREX TX760 BACHOE	42630	SMFH44TC04DFM3086	F
3	JCB MODEL 215S BACKHOE	27983	USA215S0CRE419189	F
4				
5				
6				
7				
8				
9				
10				

JUSTIFICATION FOR TRANSFER: SURPLUS FOR TRADE IN

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out	*ARMANDO POMPA*		
Person receiving Item(s)			
Reviewed & Processed by FA Division	*AGUEDA GARCIA*		

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE _____ INITIAL _____

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: Dago Rios
Requested By: PCT2
Date: 12/1/2016

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
46841	2007 TEREX TX970B BACKHOE	$98,609.78	11/6/2007	2007	2016	10	9	$9,860.98	$88,748.80	$8,874.88	$79,873.92	$18,735.86
42630	2004 TEREX TX760 BACKHOE	$45,157.35	1/11/2005	2005	2016	10	11	$4,515.74	$40,641.62	$4,064.16	$40,641.62	$0.00
27983	JCB MODEL 215S BACKHOE	$61,950.00	10/18/1994	1994	2016	10	22	$6,195.00	$55,755.00	$5,575.50	$55,755.00	$0.00
		$205,717.13						$20,571.71	$185,145.42		$176,270.54	$18,735.86

Historical Cost - Residual Value = $185,145.42

Texas Local Government Code - Section 263.151. Definitions

§ 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other

than items routinely discarded as waste, that because of use, time,

accident, or any other cause is so worn, damaged, or obsolete that

it has no value for the purpose for which it was originally

intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely

discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable

needs; and

(D) possesses some usefulness for the purpose for

which it was intended.

Texas Local Government Code 263.152 – Disposition

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

	UNIT #	OPERATOR	VEHILCE / EQUIPMENT DESCRIPTION	VIN or SERIAL #	LICENSE PLATE	DEPARTMENT	CO. ASSET #
	#01	Different Driver	2001 Ford 1/2 Ton Pick Up Truck	1FTRX17L11NB03909	119-0480	Rd. Maintenance	
JUNK	#02	Eluid Fuentes	2002 Ford F150 1/2 Ton Super Cab P/U Truck	1FTRX17W12NA33985	818-679	Parks	
	#03	Eduardo Pacheco	2015 Chevrolet Silverado 3500 HD P/U Truck	1GC3KYC86FZ539248	119-0377	Rd. Maintenance	63733
	#04	TRANSPORT	2016 Amer TC20610-90E Ranch King Utility Trailer	17YBP2022GB061425	901-7496	Rd. Maintenance	65244
	#05	Different Driver	1998 GMC 1500 Sierra Single Cab P/U Truck	1GTEC14M5WZ522496	125-4358	Rd. Maintenance	031586
	#06	Rogelio Palacios	2002 USED Freightliner FL70 Asphalt Distributor	1FVABTBVX2HH31667	125-4416	Rd. Maintenance	69532
	#07	Cleofas Bernal	2008 Ford F250 P/U Crew Cab	1FTSW20R78EB43687	119-0479	Rd. Maintenance	
	#08	Jorge Hinojosa	2015 Chevrolet Silverado 4wd Crew Cab P/U	3GCUKPEC9FG370200	119-0156	Rd. Maintenance	63736
	#09	Different Driver	2004 Ford F350 Regular Chassis Cab	1FDWF36P64EC65492	125-4355	Rd. Maintenance	
	#10	Miguel A Cantu	2014 Cat CT660s SBA 6x4 Roll-Off Truck	3HTJGTKT22EN016551	119-0471	Rd. Maintenance	66039
	#11	OPEN					
	#12	Different Driver	2009 XL 3100 4X4 Gradall Excavator	3140000262	125-3951	Rd. Maintenance	048747
	#13	Pepe Cabeza de Va	2005 Ford F150 4-Door	1FTPW12505KC32189	BHS 9205	Rd. Maintenance	43885
	#14	Mike DeLos Santos	2009 Ford F150 4-Door	1FTRW12W29FB13293	133-7681	Rd. Maintenance	
	#15	Different Driver	2007 Model AP-1000d Asphalt Paver (w/Pct.#4)	EAD00227	N/A	Rd. Maintenance	046783
	#16	Different Driver	2008 Doosan DL250 Wheel Loader	DHKCWLAFS80005285	N/A	Rd. Maintenance	
	#17	Different Driver	2015 Dynapac CP142 Pnewuatic Roller	10000500JEB004678	N/A	Rd. Maintenance	68264
	#18	Different Driver	1996 Fiat Allis FG85 A Motor Grader	71S00643	976-659	Rd. Maintenance	030096
	#19	Different Driver	Asphalt Zipper AZ-550B	50000513	N/A	Rd. Maintenance	050217
	#20	Different Driver	2007 BW151AD-4 Bomag Vibratory Compactor	101920011149	N/A	Rd. Maintenance	
	#21	Different Driver	2004 Ford F750 Blue Diamond Med.Brush Truck	3FRPF75E84V698139	125-4301	Sanitation	
	#22	TRANSPORT	2015 Big Tex 70LR 16 Trailer	16VNX1627F2083055	901-7442	Parks	62847
	#23	Different Driver	1995 Sweeper Lawnmower	6HB22034934096	N/A	Sanitation	
	#24	Charlie Contreras	2015 Chevrolet Silverado 2wd Crew Cab P/U	3GCPCPEC8FG370926	119-0154	Parks	63734
	#25	Randy Ramos	2015 Chevrolet Silverado 2wd Crew Cab P/U	3GCPCPECXFG370944	119-0155	Rd. Maintenance	63735
	#26	Different Driver	1994 24" HD Backhoe Bucket Model JCB215s	USA215SCORE419189	027-983	Rd. Maintenance	
	#27	Jorge L. Serna	Volvo Model EC330BLC Excavator (DD 2/18/14)	EC330V10435	N/A	Rd. Maintenance	
	#28	Different Driver	1999 Peterbilt Tandem Truck w/3000gal Water Tank Mounted	3BPNLD9X2XF465248	125-3952	Rd. Maintenance	032787
	#29	Different Driver	2004 Ford F750 Blue Diamond Med.Brush Truck	3FRPF75E44V698140	125-3905	Sanitation	
	#30	Different Driver	2014 Cat CT660S SBA 6x4 Dump Truck	3HTJGTKR0EN034132	113-4300	Rd. Maintenance	62568
	#31	OPEN					
	#32	Different Driver	2007 VMT270 Vibratory 39" Roller	JCB1700368	N/A	Rd. Maintenance	046909

UNIT #	OPERATOR	VEHILCE / EQUIPMENT DESCRIPTION	VIN or SERIAL #	LICENSE PLATE	DEPARTMENT	CO. ASSET #
#61	Different Driver	2002 Daewoo Wheel Loader W/Bucket	#1065/Bucket #396100	999-247/999-248	Sanitation	
#62	Different Driver	2002 JCB520 Loadall w/Loader Bucket & Brush Att.	SLP520502E0882337	999-539	Sanitation	
#63	Different Driver	2003 Vibromax 1105D (Roller)	JKC8308909	N/A	Rd. Maintenance	
#64	OPEN					
#65	Different Driver	JD48" Mower Deck 18HP Tractor Model GX355	MOG355E120027	N/A	Parks	
#66	Different Driver	2013 Elgin Pelican P Single Sweeper	NP30093	N/A	Rd. Maintenance	59602
#67	Different Driver	2003 Holland RG200 Motor Grader	12U00239	906-696	Rd. Maintenance	
#68	Rogelio Limon	2015 John Deere 5065E Utility Tractor	1PY5065EEFY145290	N/A	Sanitation	63655
	ATTACHMENT	MX7 Lift-Type Rotary Cutter Shredder	1POOMX7CLEP032380	N/A		63658
#69	Gilbert Jaramillo	2015 John Deere 5065E Utility Tractor	1PY5065ELFY145318	N/A	Sanitation	63656
	ATTACHMENT	MX7 Lift-Type Rotary Cutter Shredder	1POOMX7CJFP032598	N/A		64760
#70	Jose Espericueta	2015 John Deere 5065E Utility Tractor	1PY5065EJFY145300	N/A	Sanitation	63657
	ATTACHMENT	MX7 Lift-Type Rotary Cutter Shredder	1POOMX7CCFP032540	N/A		64759
#71	Jose A. Ibarra	2004 Ford F250 3/4 Ton Super Cab P/U Truck	1FTNX20P54EC24514	119-0477	Parks	
#72	OPEN					
#73	Different Driver	2005 Peterbilt Model 330 Truck	2NPNLZ9XX5M843630	125-4057	Sanitation	
#74	Different Driver	2005 Hino Truck Cab & Chassis	JHBNE8JT551S10651	125-3904	Rd. Maintenance	
#75	Different Driver	2004 Terex TX760 Backhoe / Loader	H20043086/SMFH44TC04DFM3086	910-742	Rd. Maintenance	
#76	A / B	(2) 2005 Zero - Turn Prowlers	49861 / 49862	N/A	Parks	
#77	A / B	(2) Commerical 7G18 Walk-Behind Mowers	TC7G18B040068/TCG18B040069	N/A	Parks	
#78	Different Driver	2006 Peterbilt Roll-Off Model 335 Truck	2NPLLZ0X46M884566	125-4040	Sanitation	
#79	Different Driver	2006 Ford F550 Regular Cab Truck	1FDAF56P36ED19744	119-0482	Rd. Maintenance	
#80	OPEN					
#81	Different Driver	2006 GMC Model TC8C042 Brush Truck	1GDM8C1316F413910	113-4073	Sanitation	
#82	Different Driver	2006 66154 Cab Utility Tractor 95PTO	L06615D509135	921-768	Sanitation	
	A	2006 DBRO60-CA Boom Mower	3362	921-767	Sanitation	
#83	Office Staff	2007 Ford F150 Pick Up Truck	1FTRF12W47KC19751	125-3903	Rd. Maintenance	
#84	Different Driver	2007 Bomag MPH362R-2 Recycler	901B23001638	N/A	Rd. Maintenance	46622
#85	Different Driver	2007 Model TX970b Backhoe Loader	SMFH64EC07FGS2102	N/A	Rd. Maintenance	46841
#86	OPEN					
#87	Different Driver	2008 Peterbilt Model 340 Tandem Dump Truck	2NPRLN9X28M767433	125-4056	Rd. Maintenance	
#88	Different Driver	2008 Peterbilt Model 340 Tandem Dump Truck	2NPRLN9X88M767436	125-4055	Rd. Maintenance	
#89	Different Driver	2008 Peterbilt Model 340 Tandem Dump Truck	2NPRLN9X68M767435	125-4360	Rd. Maintenance	

Zimbra **dagoberto.rios@co.hidalgo.tx.us**

Re: Message from "RNP00267387E6A6"

From : Esther Perez <esther.perez@co.hidalgo.tx.us> Thu, Dec 08, 2016 11:58 AM
Subject : Re: Message from "RNP00267387E6A6"
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Cc : Elena Gomez <elena.gomez@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, dagoberto rios <dagoberto.rios@co.hidalgo.tx.us>, armando garzajr <armando.garzajr@co.hidalgo.tx.us>

Ms. Marty,

Yes, the reason why vendor is giving us more monies for the 2004 then the 2007. Is because the 2004 backhoe loader is in better condition than the 2007 according to Doggett inspection.

Thank you,

Esther Perez
Accounts Payable Specialist III
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78577
(956) 787-1891 Ext. 2027
esther.perez@co.hidalgo.tx.us

----- Original Message -----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Esther Perez" <esther.perez@co.hidalgo.tx.us>
Cc: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "dagoberto rios" <dagoberto.rios@co.hidalgo.tx.us>, "armando garzajr" <armando.garzajr@co.hidalgo.tx.us>
Sent: Thursday, December 8, 2016 11:46:31 AM
Subject: Fwd: Message from "RNP00267387E6A6"

Ms. Esther:
It is my understanding that you are already looking into this issue. Why would vendor offer more money as "trade-in" on

models that are older than 2007 unit. Please let us know so as to make any corrections on back-up info.
Thanks,
Marty S.

----- Forwarded Message -----
From: purchasing@co.hidalgo.tx.us
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, December 8, 2016 10:37:41 AM
Subject: Message from "RNP00267387E6A6"

This E-mail was sent from "RNP00267387E6A6" (MP C4503).

Scan Date: 12.08.2016 11:37:41 (-0500)
Queries to: purchasing@co.hidalgo.tx.us

AI-57756 **Purchasing Department** **23. C. 3.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Dagoberto Rios, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pct. #2 requesting that the three [3] structures detailed below be declared "Surplus" for the purpose of disposition through demolition [to be procured by Pct.#2 via sealed quotes but in no way to exceed $50K] as the structures have all been fully depreciated as detailed in supporting documentation attached herein:
A. Old House located at Palmer Pavilion-Asset ID#3054;
B. Portable Building at Lopezville Park-Asset ID#3062;
C. Old Pct. #2 Mechanic Shop-Asset ID#3056;

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All buildings are fully depreciated and thus only fiscal impact would be demolition costs to be borne by Pct. 2.

Attachments

backup
form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/09/2016 02:37 PM
Budget & Management	Veronica Ortiz	12/09/2016 02:57 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Marty Salazar		Started On: 12/09/2016 11:05 AM
Final Approval Date: 12/09/2016		

Zimbra **dagoberto.rios@co.hidalgo.tx.us**

Demolition of Buildings in Pct 2

From : Erika Zamora <erika.zamora@co.hidalgo.tx.us> Fri, Dec 09, 2016 10:35 AM
Subject : Demolition of Buildings in Pct 2 6 attachments
To : Martha L. Salazar <martha.salazar@co.hidalgo.tx.us>
Cc : Dago Rios <dagoberto.rios@co.hidalgo.tx.us>, Esther Perez <esther.perez@co.hidalgo.tx.us>, Mando Garza <armando.garzajr@co.hidalgo.tx.us>, Armando Pompa <armando.pompa@co.hidalgo.tx.us>, Eduardo Cantu <eduardo.cantu@co.hidalgo.tx.us>

Good morning Ms. Marty,

As discussed, attached please find the back up provided to the Precinct by Safety, Purchasing, in order to seek approval to surplus and demolish the following buildings in Precinct 2:

Old House at the Palmer Pavilion (ID# 3054)
Portable Building at Lopezville Park (ID# 3062)
Old Pct 2 Mechanic Shop (ID# 3056)

Please place an item on the agenda of 12/13/16 for Commissioners' Court approval to proceed with the surplus and demolishing of these buildings. Pictures of the buildings will be emailed separately.

Please let me know if you have any questions or require additional information.

Respectfully,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

Zimbra **esther.perez@co.hidalgo.tx.us**

Fwd: Lopezville Park Storage Room Demolition

From : Carlos Contreras <carlos.contreras@co.hidalgo.tx.us> Mon, Dec 05, 2016 09:55 AM
1 attachment
Subject : Fwd: Lopezville Park Storage Room Demolition
To : Esther Perez <esther.perez@co.hidalgo.tx.us>

Carlos "Charlie" Contreras
Parks Director

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU

4011 South Veterans Blvd.
San Juan, Texas 78589
Cell * (956) 533-8962
Office * (956) 787-1891 Ext. 2009
Fax * (956) 787-4683

From: "Sergio I. Reyes" <sergio.reyes@co.hidalgo.tx.us>
To: "Carlos Contreras" <carlos.contreras@co.hidalgo.tx.us>, "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>, "Armando Garza Jr." <armando.garzajr@co.hidalgo.tx.us>
Cc: "armando guzman" <armando.guzman@co.hidalgo.tx.us>
Sent: Monday, December 5, 2016 9:52:28 AM
Subject: Lopezville Park Storage Room Demolition

Good morning Charlie,

As per our conversation related to the Storage Building located at the Hidalgo County Lopezville Park, I have conducted an inspection of the storage/building. The building is deteriorating and repairs to the building are not advantageous to the County. This building has sustained severe damages as a result of vandalism. The

condition of the building no longer serves a purpose and is more of a hazard to our employees and constituents.

The storage/building is an Asset of the County. In order to demolish the building, the Precinct must first do the following:

- Submit to the Purchasing Agent of the County (charged with fixed assets) a request to surplus the asset for demolition
- Include a description of the item along with photos.

The Purchasing Agent must:

- Place the item on Commissioners Court Agenda for approval by the Governing Body to surplus the asset and approve its demolition.

Upon approval and in order to, demolish, the Precinct must:

- Disconnect Electric at the source removing all transmission wires to the building.
- Disconnect Plumbing and Water at the source and excavate lines.
- Establish work perimeter.
- Demolish and remove debris.

Our department is here to keep assisting Precinct 2 along the process of Demolition. Please let me know if you have any questions regarding this email.

Sergio Reyes
Safety Officer II
County of Hidalgo, Texas
956-292-7030
956-318-2658 Fax



NEW Pct 2 Logo FINAL (1).png
41 KB

Zimbra **esther.perez@co.hidalgo.tx.us**

Fwd: Palmer Pavilion (Storage Room Demolition)

From : Carlos Contreras <carlos.contreras@co.hidalgo.tx.us>
Mon, Dec 05, 2016 09:55 AM
1 attachment

Subject : Fwd: Palmer Pavilion (Storage Room Demolition)

To : Esther Perez <esther.perez@co.hidalgo.tx.us>

Carlos "Charlie" Contreras
Parks Director

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU

4011 South Veterans Blvd.
San Juan, Texas 78589
Cell * (956) 533-8962
Office * (956) 787-1891 Ext. 2009
Fax * (956) 787-4683

From: "Sergio I. Reyes" <sergio.reyes@co.hidalgo.tx.us>
To: "Carlos Contreras" <carlos.contreras@co.hidalgo.tx.us>, "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>, "Armando Garza Jr." <armando.garzajr@co.hidalgo.tx.us>
Cc: "armando guzman" <armando.guzman@co.hidalgo.tx.us>
Sent: Monday, December 5, 2016 8:57:37 AM
Subject: Palmer Pavilion (Storage Room Demolition)

Good morning Charlie,

As per our conversation related to the Storage Building (house) located at the Hidalgo County Park Palmer Pavilion, I have conducted an inspection of the storage/building. The building is deteriorating and repairs to the building are not

advantageous to the County. The condition of the building no longer serves a purpose and is more of a hazard to our employees and constituents.

The storage unit (AKA old park superintendant home) is an Asset of the County. In order to demolish the building, the Precinct must first do the following:

- Submit to the Purchasing Agent of the County (charged with fixed assets) a request to surplus the asset for demolition
- Include a description of the item along with photos.

The Purchasing Agent must:

- Place the item on Commissioners Court Agenda for approval by the Governing Body to surplus the asset and approve its demolition.

Upon approval and in order to, demolish, the Precinct must:

- Get the appropriate permits from the City of McAllen, TX
- Due to the age of the building and the current City zoning for the area, conduct asbestos remediation.
- Disconnect Electric at the source removing all transmission wires to the building.
- Disconnect Plumbing and Water at the source and excavate lines.
- Disconnect Gas Lines at the Sources. Excavate gas lines and remove due to residual gas that could cause an explosion.
- Establish work perimeter.
- Demolish and remove debris.

Note: Asbestos Remediation along with the disconnection of the lines (electrical, gas, plumbing) from the source and subsequent excavation of those lines would need to be conducted by certified license personnel.

Our department is here to keep assisting Precinct 2 along the process of Demolition. Please let me know if you have any questions regarding this email.

Sergio Reyes
Safety Officer II
County of Hidalgo, Texas
956-292-7030
956-318-2658 Fax

NEW Pct 2 Logo FINAL (1).png
41 KB



Pavilion Casa



Zimbra **esther.perez@co.hidalgo.tx.us**

Fwd: Building to be Demolished

From : Dago Rios <dagoberto.rios@co.hidalgo.tx.us> Tue, Nov 29, 2016 09:27 AM
Subject : Fwd: Building to be Demolished
To : Esther Perez <esther.perez@co.hidalgo.tx.us>
Reply To : Dago Rios <dagoberto.rios@co.hidalgo.tx.us>

FYI

Dagoberto "Dago" Rios
Inventory Specialist III
Purchasing Dept/Fixed Assets Division
tel - 956-318-2626 ex4880
fax - 956-318-2629
dagoberto.rios@co.hidalgo.tx.us

From: "Dago Rios" <dagoberto.rios@co.hidalgo.tx.us>
To: "Carlos Contreras" <carlos.contreras@co.hidalgo.tx.us>
Cc: "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>
Sent: Wednesday, November 23, 2016 4:21:15 PM
Subject: Building to be Demolished

Charlie,

I was able to gather some information regarding the building you are considering to be demolished in Lopezville. As it turns out, this building does have a Building Inventory Number(3062). This building is 1296SF, was built in 1991 and is insured for $8300.00. Part of the process to have this building removed would be to contact the Safety Division to have the building excluded from the County's Insurance Policy. Since this building has a record in the County's Building Inventory System, permission must be obtained from Commissioners Court to Surplus the building for the purpose of demolishing due to safety concerns.

If you have any further questions or need assistance in this process, please do not hesitate to contact me.

Thanks,

Dagoberto "Dago" Rios
Inventory Specialist III
Purchasing Dept/Fixed Assets Division
tel - 956-318-2626 ex4880

Zimbra **esther.perez@co.hidalgo.tx.us**

Fwd: Building to be Demolished

From : Dago Rios <dagoberto.rios@co.hidalgo.tx.us> Tue, Nov 29, 2016 09:27 AM
Subject : Fwd: Building to be Demolished
To : Esther Perez <esther.perez@co.hidalgo.tx.us>
Reply To : Dago Rios <dagoberto.rios@co.hidalgo.tx.us>

FYI

Dagoberto "Dago" Rios
Inventory Specialist III
Purchasing Dept/Fixed Assets Division
tel - 956-318-2626 ex4880
fax - 956-318-2629
dagoberto.rios@co.hidalgo.tx.us

From: "Dago Rios" <dagoberto.rios@co.hidalgo.tx.us>
To: "Carlos Contreras" <carlos.contreras@co.hidalgo.tx.us>
Sent: Wednesday, November 23, 2016 4:28:41 PM
Subject: Fwd: Building to be Demolished

Charlie,
Couple of things, please contact Safety so they can do a walk thru themselves and please ensure it does not get removed from the Insurance until after it has been demolished.

Dagoberto "Dago" Rios
Inventory Specialist III
Purchasing Dept/Fixed Assets Division
tel - 956-318-2626 ex4880
fax - 956-318-2629
dagoberto.rios@co.hidalgo.tx.us

From: "Dago Rios" <dagoberto.rios@co.hidalgo.tx.us>
To: "Carlos Contreras" <carlos.contreras@co.hidalgo.tx.us>
Cc: "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>
Sent: Wednesday, November 23, 2016 4:21:15 PM
Subject: Building to be Demolished

Charlie,

I was able to gather some information regarding the building you are considering to be demolished in Lopezville. As it turns out, this building does have a Building Inventory Number(3062). This building is 1296SF, was built in 1991 and is insured for $8300.00. Part of the process to have this building removed would be to contact the Safety Division to have the building excluded from the County's Insurance Policy. Since this building has a record in the County's Building Inventory System, permission must be obtained from Commissioners Court to Surplus the building for the purpose of demolishing due to safety concerns.

If you have any further questions or need assistance in this process, please do not hesitate to contact me.

Thanks,

Dagoberto "Dago" Rios
Inventory Specialist III
Purchasing Dept/Fixed Assets Division
tel - 956-318-2626 ex4880
fax - 956-318-2629
dagoberto.rios@co.hidalgo.tx.us

Zimbra **esther.perez@co.hidalgo.tx.us**

Fwd: Palmer Pavilion (Old house)

From : Dago Rios <dagoberto.rios@co.hidalgo.tx.us> Tue, Nov 29, 2016 09:29 AM
Subject : Fwd: Palmer Pavilion (Old house) 1 attachment
To : Esther Perez <esther.perez@co.hidalgo.tx.us>
Reply To : Dago Rios <dagoberto.rios@co.hidalgo.tx.us>

FYI - this is for the Palmer Pavilion structure. I don't have anything for the County Wide structure yet. I will look to see if I have an Inventory Listing for it.

Dagoberto "Dago" Rios
Inventory Specialist III
Purchasing Dept/Fixed Assets Division
tel - 956-318-2626 ex4880
fax - 956-318-2629
dagoberto.rios@co.hidalgo.tx.us

From: "Carlos Contreras" <carlos.contreras@co.hidalgo.tx.us>
To: "Dago Rios" <dagoberto.rios@co.hidalgo.tx.us>
Cc: "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>, "Jorge Hinojosa" <jorge.hinojosa@co.hidalgo.tx.us>
Sent: Tuesday, November 29, 2016 9:08:46 AM
Subject: Palmer Pavilion (Old house)

Dago,
We are trying to get the old house at the Palmer Pavilion demolish due to being unsafe and not useable. I have received an email from Sergio Reyes regarding the process back in Feb 2015. I will forward you the information to see what we need to do on our part. Please let me know.

Thank you,
Carlos "Charlie" Contreras
Parks Director

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: Dago Rios
Requested By: PCT2
Date: 12/9/2016

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
3062	Lopezville Park Storage Room	$4,222.00		2001	2016	40	15	$422.20	$3,799.80	$95.00	$1,424.93	$2,797.08
		$4,222.00						**$422.20**	**$3,799.80**		**$1,424.93**	**$2,797.08**

Historical Cost - Residual Value = **$3,799.80**

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: Dago Rios
Requested By: PCT2
Date: 12/9/2016

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
3054	House-Storage Shed-Palmer Pavilion	$0.00		1960	2016	40	56	$0.00	$0.00	$0.00	$0.00	$0.00
		$0.00						$0.00	$0.00		$0.00	$0.00

Historical Cost - Residual Value = $0.00

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: Dago Rios
Requested By: PCT2
Date: 12/9/2016

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
3056	Pct # 2 Mechanic Shop			1967	2016	40	49	$0.00	$0.00	$0.00	$0.00	$0.00
		$0.00						$0.00	$0.00		$0.00	$0.00

Historical Cost - Residual Value = $0.00

[C] PROPERTIES MASTER LIST | BUILDINGS | [3000] | Date: 12/9/2016

Bldg ID-No.	Pct No	Building Name	Pct 2 Bldgs for Dem	Physical Address	City	ZC	Qty	Bldg Ownership	Bldg Sq Ft	Bldg-Hist Cost 2016	Bldg-HCAD Appr-Value 2016	HCAD No.	Bldg-Yr Acq	Bldg-Yr Built	Bldg-Ins Coverage 2016	Contents Coverage	Insurance Date	Acq Method	Bldg Construction	No of Stories	Bldg Condition	Occupancy	Contractor	Contract No
3054	2	House-Storage Shed-Palmer Pavilion	1	301 E. Hackberry	McAllen	78501	1	Co Owned	800	-	-		1960	1960	9,531					1	Poor	Vacant		
3056	2	Pct # 2 Mechanic Shop	1	309 E. State Street	Pharr	78577	1	Co Owned	5,000	-	-	259253	1967	1967	625,000					1	Fair	Pct # 2		
3062	2	Lopezville Park Storage Room	1	I Rd & Minnesota Rd	San Juan	78589	1	Co Owned	1,296	4,222	-	-	2001	2001	8,300					1	Fair	Pct # 2- Parks - "Classroom/training"		
		TOTAL					3			$ 4,222.00														

Capital Acct No	Expenditure Account	Architect	Notes	Certificate of Completion Date	HCAD Living Area
6-8000-163-00-122-004-0-000					

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	SURPLUS FOR DEMOLITION	1601
TRANSFER FROM:	PCT2	122

TF# _____

CONTACT INFORMATION:

NAME (PRINT ESTHER PEREZ | PHONE. EX:2027 | FAX NO.: | E-MAIL: esther.perez@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	House-Storage Shed-Palmer Pavilion	3054		B
2	Pct # 2 Main Mechanic Shop	3056		B
3	Lopezville Park Storage Room	3062		B
4				
5				
6				
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT. _____ _____

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: SURPLUS FOR THE PURPOSE OF DEMOLITION

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out	*ARMANDO POMPA*	A. Pompa	12/13/16
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

AI-57661 **Purchasing Department** **23. D. 1.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to execute a lease of land agreement (remains as approved as a Sole Source by CC 12/20/11), with Jose Ramirez, Jr., for the purposes of landfill access at "Penitas Landfill"under TCEQ Permit No. MSW 1727 for the residents residing in areas outside the ETJ of Cities in Precinct No. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-432-00-123-001-0-441

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

BUDGETARY IMPACT:

Attachments

Agenda Item-30204-Exemption
SOLE SOURCE LETTER-12-20-11
Email-Legal Approval
CONTRACT-FORM 1295 ACKNOWLEDGED
Agenda Item-46808

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2016 05:22 PM
Budget & Management	Veronica Ortiz	12/09/2016 08:39 AM
Glinda Pacheco	Glinda Pacheco	12/09/2016 11:20 AM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Rocio Villarreal		Started On: 12/06/2016 02:12 PM
Final Approval Date: 12/09/2016		

AI-30204 **20. B. 1.**

CC REGULAR

Meeting Date: 12/20/2011

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under Texas Local Government Code, Chapter/Section, 282.024 (a) (7) 'an item that can obtained from only one source'...;

b. Approval of a Sole Source Declaration for Jose Ramirez, Jr. owner of the tract of land (and as further described in the Sole Source Declaration submitted and made part of the minutes of Commissioners Court) currently leased by Hidalgo County (aka, the Penitas Landfill located in Penitas, Texas) for the purposes of landfill access under TCEQ Permit No. MSW 1727 for the residents residing in areas outside the ETJ of cities in Precinct #3, Hidalgo County, Texas including authority to enter into a lease;

c. Approval of a Lease Agreement with Jose Ramirez, Jr. for the tract of land described in the Sole Source Declaration approved herein

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-432-00-123-001-0-441

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

BUDGETARY IMPACT:

Available funds in 2012 are $109,000.00.

Attachments

Sole Source

Agreement

Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/15/2011 04:28 PM
Budget & Management	Merlen P. Munoz	12/15/2011 04:31 PM

Auditor's Office	agarcia	12/16/2011 01:30 PM
Form Started By: Rocio Villarreal		Started On: 12/14/2011 04:47 PM
Final Approval Date: 12/16/2011		

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

SOLE SOURCE DECLARATION

"ORDER"

To: Hidalgo county Commissioners' Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent mls

Date: December 14, 2011

Re: "Sole Source Declaration" – Jose Ramirez, Jr.

Hidalgo County (Precinct No. 3) is currently authorized to accept and dispose of household municipal waste under Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 1727. Said permit can only be used for the tract of land described under permit. The owner of the tract of land is Jose Ramirez, Jr.

Therefore, the only property in Hidalgo County Precinct No. 3 which can be utilized for landfill access is that certain tract of land which is the subject of TCEQ permit and is owned by Jose Ramirez, Jr.

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Jose Ramirez

From : Steve Crain <scrain@atlashall.com> Thu, Dec 08, 2016 11:42 AM
Subject : RE: Jose Ramirez
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Looks good.

-----Original Message-----
From: Rocio Villarreal
[mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, December 08, 2016 10:44 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Jose Ramirez

Mr. Crain:

As per your request attached is the revised agreement. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, December 7, 2016 2:49:58 PM
Subject: Jose Ramirez

Hi and good afternoon Rocio:

As per Mr. Crain, see the attached and make revision. Should you

have any questions, please call our office.

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

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.

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.

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.

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.

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

LEASE
C-17-017-12-13

THIS LEASE is made and entered into by and between **Jose Ramirez, Jr.**, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one (1) year commencing on **January 2, 2017** ("Commencement Date") and ending on **January 1, 2018** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease

for an additional one (1) year. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated in accordance with article 1.4 hereof or renewed and extended in accordance with this Article 1.2 hereof, and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.3 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor ninety (90) days written notice without cause. Upon a Lessee’s electing to terminate, this Lease shall cease and come to an end as if the day of the termination party’s election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased

Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

1.6 Upon the expiration or termination of this Lease, or upon receipt of notice from any applicable regulatory authority that the landfill operated by Lessee on the Premises must be closed, the term of this Lease shall be automatically extended for the time necessary for Lessee to complete all applicable statutory or regulatory requirements necessary to close the landfill (the "Closure Term"). Rent at the then-current rates shall continue during the Closure Term. Upon written notification to Lessee that all closure requirements have been met by Lessee, the Closure Term shall terminate. Upon the expiration of the Closure Term, Lessee shall deliver the Premises to Lessor in its then-current condition. Following the expiration of the Closure Term, Lessee and all applicable regulatory authorities shall continue to have periodic access, at all times required by such authorities, to the Premises for the purposes of conducting monitoring studies of the closed landfill, as required by applicable laws and regulations.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental in the sum of Nine Thousand and no/100ths dollars (**$9,000.00)** per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at PO Box 68, Penitas, Texas 78576 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for landfill purpose only.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6.

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

General Liability Insurance

9.1 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessee, naming Lessor as

additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation,

Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of

the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must

assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	Lessee:
Mr. Jose Ramirez, Jr.	County of Hidalgo
PO Box 68	1615 S. Closner, Suite J
Penitas, Texas 78578	Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which

shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Commitment of Current Revenues Only

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

Time of Essence

14.13 Time is of the essence of this agreement.

Immunities

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

THE UNDERSIGNED Lessor and Lessee execute this Lease on the __day of _____, 2016.

LESSEE:
COUNTY OF HIDALGO

LESSOR:

_____
Ramon Garcia, County Judge

_____
Jose Ramirez, Jr.

ATTEST:

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Arturo Guajardo Jr., County Clerk

By:_____
Steve L. Crain

EXHIBIT “A”

DESCRIPTION OF PROPERTY

Exhibit "A"

All of Tracts 325 and 326, Los Ejidos de Reynosa Viejo, Hidalgo county, Texas, except 7,663 acres, more or less, out of the Southwest part of Tract 325, as conveyed to Felipe Garcia, and as recorded Vol. 438, Page 495, Ded Records, Hidalgo County, Texas.

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:
2016-144239

Date Filed:
12/08/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Jose Ramirez, Jr.
Penitas, 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.
The 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.
Lease C-17-017-12-20
land lease from Jose Ramirez, Jr. to The County of Hidalgo to be used as landfill

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramirez, Jr., Jose	Penitas, 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.

NOTARY PUBLIC STATE OF TEXAS
KARINA GARCIA
My Commission Expires
May 23, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jaime Ramirez, this the 8th day of December, 20 16, to certify which, witness my hand and seal of office.

Karina Garcia — Karina Garcia — Notary

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:
2016-144239

Date Filed:
12/08/2016

Date Acknowledged:
12/08/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Jose Ramirez, Jr.
Penitas, 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.

The 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.

Lease C-17-017-12-20
land lease from Jose Ramirez, Jr. to The County of Hidalgo to be used as landfill

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramirez, Jr., Jose	Penitas, 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

AI-46808 **Purchasing Department** **26. D. 1.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. J Flores, HC Pct. #3

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to execute a lease of land agreement (as approved as a Sole Source on CC 12/20/11), with Jose Ramirez, Jr., for the purposes of landfill access at "Penitas Landfill"under TCEQ Permit No. MSW 1727 for the residents residing in areas outside the ETJ of cities in Precinct No. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-432-00-123-001-0-441

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

BUDGETARY IMPACT:

2015 Adopted Budget

Attachments

Legal Approval

Jose Ramirez Jr. Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/06/2014 04:30 PM
Budget & Management	Veronica Ortiz	10/07/2014 01:24 PM
Glinda Pacheco	Glinda Pacheco	10/07/2014 04:25 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Rocio Villarreal Started On: 10/02/2014 11:06 AM

Final Approval Date: 10/10/2014

AI-57773 **Purchasing Department** **23. E. 1.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acknowledgement, acceptance and concurrence from the City of Edinburg [as detailed in supporting documentation] that a portion of Ramseyer Rd. [limits between Doolittle and I-69] that falls within the city has been recently paved by Hidalgo County Precinct #4 with no cost to the City and for which no reimbursement will be sought by County;

B. Acceptance and approval to process payment for the invoices detailed herein [as part of the materials used for the paving completed and described in Caption A, above:
1. Frontera Materials, Inc. - Inv. #216-10892 - $17,540.36;
2. Pavement Markings - Inv. #4306 - $5,664.33 or $5,664.60 [amount on PO#739727];

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1341-431-00-124-173-0-721

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

BUDGETARY IMPACT:

PO# 739727

FISCAL YEAR: 2016 **ACCT. #:** 6-1341-431-00-124-173-0-721

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

BUDGETARY IMPACT:

PO# 739649

Attachments

BACKUP
Copy of Purchase Order #739649
Discrepancy Form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/09/2016 04:09 PM

Budget & Management	Veronica Ortiz	12/09/2016 04:11 PM
Glinda Pacheco	Glinda Pacheco	12/09/2016 04:29 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Marty Salazar Started On: 12/09/2016 02:58 PM

Final Approval Date: 12/09/2016

Sent: Wednesday, December 07, 2016 1:28 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Nick Perez <nick.perez@co.hidalgo.tx.us>
Subject: Fwd: Ramsayer Road
Importance: High

Good Afternoon Mr. Crain,

The Auditor has asked that I get legal clarification for the following situation.

In March of this year we worked on Ramseyer Road (limits between Doolittle and I-69) a portion of the work we did fell within City of Edinburg limits.
However due to the pressing need to fix the road, the County proceed in repairing the entire section without and ILA or any type of agreement.

When we received invoices for the project and processed them to our Auditor, they did not want to pay because there was no agreement in place for the work done.
I have asked the City of Edinburg to provide something in writing that states we did do the work and we the County would not be seeking reimbursement.

Can you please let me know if the email below is sufficient and whether or not we would need to place this through Court for clarification or does it still require an agreement?
Thank you for all your help!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Ponciano Longoria" <plongoria@cityofedinburg.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Richard Hinojosa" <rhinojosa@cityofedinburg.com>, "Nick Perez" <nick.perez@co.hidalgo.tx.us>, "jose caso" <jose.caso@co.hidalgo.tx.us>
Sent: Monday, December 5, 2016 9:55:00 AM
Subject: RE: Ramsayer Road

Ms. Lugo,
It is my understanding that the county paved Ramseyer Road from I-69C to Doolittle Road. A portion of this road lies within the City Limits of Edinburg and my understanding is that Precinct 4 paved the entire section of road, which included the portion that is within City Limits. I have visited the portion of road that is within the city limits area and I concur that the portion of roadway was paved. It is my understanding that the city is not responsible for any payment for such work and that the county shall not seek reimbursement for this work.

Ponciano N. Longoria, P.E., CFM
Director of Engineering

THE CITY OF EDINBURG

415 W. University Drive
Edinburg, Texas 78541
956.388.8210 O 956.383.7111 F
plongoria@cityofedinburg.com
www.cityofedinburg.com

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Monday, December 05, 2016 9:36 AM
To: Ponciano Longoria
Cc: Richard Hinojosa; Nick Perez; jose caso
Subject: Re: Ramsayer Road
Importance: High

Good Morning Ponciano,
Following up on this request, can you please give me a status at your earliest convenience, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Ponciano Longoria" <plongoria@cityofedinburg.com>
Cc: "Richard Hinojosa" <rhinojosa@cityofedinburg.com>, "Nick Perez" <nick.perez@co.hidalgo.tx.us>, "jose caso" <jose.caso@co.hidalgo.tx.us>
Sent: Tuesday, November 29, 2016 3:13:01 PM
Subject: Re: Ramsayer Road

Good Afternoon Ponciano,

As discussed and to clarify, the County (Precinct 4) completed the road improvements within the City limits of Edinburg.
At this time we would like to request a letter from the City of Edinburg that accepts the work done within the city limits.

The County is not requesting reimbursement for said improvements just concurrence for the work done.
Should you have any questions please let me know, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Ponciano Longoria" <plongoria@cityofedinburg.com>
To: "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>
Cc: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Richard Hinojosa" <rhinojosa@cityofedinburg.com>
Sent: Monday, November 14, 2016 1:09:58 PM
Subject: RE: Ramsayer Road

Steve,

City staff along with county PCT 4 staff had several verbal discussions in regards to the overlaying of the above mentioned road between I-69C and Doolittle Road. PCT 4 asked the city if we were willing to participate on this project by allocating funds to pave the section of roadway that is within the City Limits. At that time, this section was not a budgeted item so I added this project onto the 5 Year Capital Improvement Plan for consideration during the Fiscal Year 2015-2016. This section of roadway has not been considered for an overlay at this time. If you need any additional information, please do not hesitate to ask.

Sincerely,

Ponciano N. Longoria, P.E., CFM
Director of Engineering

THE CITY OF EDINBURG

415 W. University Drive
Edinburg, Texas 78541
956.388.8210 O 956.383.7111 F
plongoria@cityofedinburg.com
www.cityofedinburg.com

From: Steven Cruz [mailto:steven.cruz@co.hidalgo.tx.us]
Sent: Monday, November 07, 2016 11:20 AM
To: Tomas Reyna; Ponciano Longoria
Cc: Maria Lucio
Subject: Ramsayer Road

Good morning,

Can you please give us some feedback on this project. We are needing a response from your office so that we may proceed and place the items on agenda.

THE CITY OF EDINBURG **image001.png**
18 KB

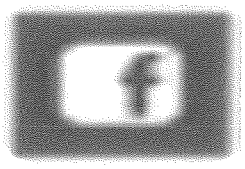


image002.png
841 B

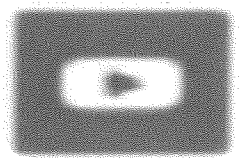


image003.png
742 B

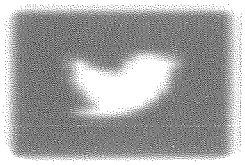


image004.png
748 B

COPY

Purchase Order
COUNTY OF HIDALGO

PO# 739649

DATE: 03/03/16

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 125717 REQ: 00291521

PHONE: (956)968-0349

FAX: (956)968-0609 EMAIL:

FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT: VDavila (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: C-15-026-03-17

SPECIAL INSTRUCTIONS: Pct. 4 Req # 134

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	Inv. Date	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER Inv. 216-10788	3/2/16	$	93,531.38
		C-15-026-03-17 (04/09/15 - 04/08/16) Inv. 216-10892	3/28/16	$	17,590.36
		For: Ramsayer Road Project Between Expressway 281 and just past Doolittle Rd.		TL.	111,071.74
		Option to increase/decrease PO as needed for road project			
883.00	TON	CC Blanket Purchase Order for Type D Hot Mix Asphalt - Limestone		58.00	51,214.00
			TOTAL:		51,214.00

****
For Hidalgo County Use Only

6-1341-431-00-124-173-0-721 51,214.00

Authorized by: Martha L Salazar Jr

FRONTERA Materials, Inc.
P.O. BOX 1449
ELSA, TX 78543
(956) 316-8952

INVOICE

PLEASE PAY FROM THIS INVOICE

TERMS: NET 30 DAYS

MAR 2016
V20

CHARGE TO:
HIDALGO COUNTY PCT 4
1051 N DOOLITTLE ROAD
EDINBURG, TX 78542-0337

INVOICE NO. 216-10892 DATE 3/28/16

102500

	FROM PROGRESO PLANT PO# 739649, RAMSAYER RD-EDINBURG			
3/21/16	HOT MIX TYPE D LIMESTONE	302.42	58.00	17,540.36
			TOTAL AMOUNT DUE	$17,540.36
			THANK YOU	

6-1311-431 00-124-173 0-[illegible]
PCT# 134
REQ# 291521
PO# 739649

INVOICE RECEIVED BY: [signature] on 3/31/16
GOODS/SERVICES RECEIVED BY:
Scale tickets on 3-21-16
Attached

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

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 10/21/2016

TO: Maria Lucio **DEPARTMENT:** (124) COMMISSIONER, PRECINCT 4

FROM: Lupita Garza **PHONE:** (956)-318-2511 ext 4630

REFERENCE: PAVEMENT MARKINGS INC. Invoice #4306

THE FOLLOWING DOCUMENT (S), i.e. *Invoice #4306* IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☑ OTHER: Invoice is being returned because the project is located within City limits of Edinburg. I explained to Mr. Ozuna, that there should be an interlocal in place before starting any project within city limits. As per Mr. Ozuna, he will try to place an interlocal on Commissioners Court on April 26, 2016. Please do not submit any payment that pertain to this project, until you have a fully executed interlocal. Before resubmitting invoice to the Auditor's Office please attach a copy of the fully executed interlocal. If you have any questions please feel free to call me.
- ☐ COMMENTS / RECOMMENDATION:

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY RODOLFO DELGADO J. R. "BOBBY" FLORES HOSE GUERRA HEYNA JUAN R. PARTIDA MARIO E. RAMIREZ, NOE GONZALEZ LETICIA LOPEZ AIDA SALINAS FLORES ISRAEL RAMON, JR. JESSE CONTRERAS

Purchase Order

COUNTY OF HIDALGO

PO# 739727

DATE: 03/04/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 27987 REQ: 00292661

PHONE:

EMAIL:

PAVEMENT MARKINGS INC.
7010 N. FM 493
DONNA TX 78537

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT: NICK PEREZ (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: E-15-140-03-31

SPECIAL INSTRUCTIONS: PCT# 136

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		
		E-15-140-03-31 EXP: 06/06/2016 FOR: RAMSEYER RD FROM DOOLITTLE TO E/O EXP 281 THERMOPLASTIC STRIPING		
7840.00	EACH	CC 4"W SLD THERMOPLASTIC [LF]	.39	3,057.60
60.00	EACH	CC 24" WHITE SOLID THERMOPLASTIC [LF]	7.80	468.00
1200.00	EACH	CC 4" YELLOW SOLID THERMOPLASTIC [LF]	.39	468.00
1100.00	EACH	CC 4"YELLOW BROKEN THERMOPLASTIC [LF]	.39	429.00
360.00	EACH	CC 4" REFLECTORS [EA]	3.45	1,242.00
			TOTAL:	5,664.60

****
For Hidalgo County use only

6-1341-431-00-124-173-0-721 5,664.60

Authorized by: Martha L Salazar

Hidalgo County, Texas
OCT 13 2016
Edinburg, Texas 78542

Pavement Markings, Inc.
7010 N. F M 493
Donna, TX 78537
Tel (956) 464-0009 Fax (956) 464-5677
Email: villerg37@aol.com

Invoice

Number: 4306
Date: 3/23/2016

Bill To

Hidalgo Cty. Prct. # 4
1051 N. DOOLITTLE RD.
EDINBURG, TX. 78539
383-3112, FAX, 381-5905

PROJECT

RAMSEYER RD
FROM DOOLITTLE TO E/O EXP 281
THERMOPLASTIC STRIPING
CONTRACT#E-15-140-03-31

PROJECT	TERM	PO #	ENGINEER	Code
		739727		

Description	Quantity	Unit Price	Amount
4" W SLD THERMOPLASTIC [LF]	8800.00	$0.39	$3,432.00
24" WHITE SOLID THERMOPLASTIC [LF]	48.00	$7.80	$374.40
4" YELLOW SOLID THERMOPLASTIC [LF]	1658.00	$0.39	$646.62
4" YELLOW BROKEN THERMOPLASTIC [LF]	1664.00	$0.39	$648.96
4" REFLECTORS [EA]	163.00	$3.45	$562.35

le-1341-431-40-124-173-0-721
PCT# 136
REQ# 792661
PO# 739727

RECEIVED BY
COUNTY AUD.
2016 OCT 17 PM 2:29

Invoice Received By: Sabrina Rodriguez on 10/13/16
Goods/Services Received By: [signature] on 3/23/16

Total	$5,664.33

AI-57552 **Purchasing Department** **23. F. 1.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of "Second Amendment" to Service Agreement C-16-089-05-10 between Hidalgo County Health & Human Services Department and Ivan Melendez, M.D. for the provision of Physician Servicers-TB Clients [as permitted under the current terms of agreement] subject to compliance with HB 1295.

BACKGROUND

Mr. Eddie Olivarez informs that State of Texas has hired a TB Specialist but is currently in training and HC needs these services until such time as State Physician assumes the duties.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-444-00-240-005-0-339

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

BUDGETARY IMPACT:

No budgetary impact, second amendment addresses the term of contract only.

Attachments

Second Amendment-Ivan Melendez
C-16-089-05-10-Ivan Melendez MD
Legals-Review-Okay.pdf

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2016 10:51 AM
Budget & Management	Veronica Ortiz	12/08/2016 11:03 AM
Merlen P. Munoz	Merlen P. Munoz	12/08/2016 01:16 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM

Form Started By: Yolanda Velasquez Started On: 12/01/2016 11:45 AM

Final Approval Date: 12/09/2016

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SECOND AMENDMENT TO
CONTRACT #C-16-089-05-10

This **AMENDMENT** to the **CONTRACT** is made this 13th day of **DECEMBER of 2016** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **IVAN MELENDEZ M.D.** (the "PHYSICIAN").**WHEREAS**, COUNTY and PHYSICIAN entered into a Short Term Contract on May 10, 2016 (the "CONTRACT"), that expired on September 20, 2016, in which the PHYSICIAN agreed to assist and support Hidalgo County Health & Human Services Department with a person to provide the services necessary to act as Physician for treating Tuberculosis ("TB") clients as well as other medical services as described in the CONTRACT; and

WHEREAS, the Contract was amended to extend to the term of the Contract to December 31, 2016; and

WHEREAS, the COUNTY now requires a second amendment to extend the "term" of the CONTRACT until such time as the State of Texas assigns a regional physician thru Texas Department of State Health Services (DSHS) to provide Physician Services needed to assist and support the Hidalgo County Health & Human Services Department for treating TB clients as well as other medical services as described in the CONTRACT;

WHEREAS, the COUNTY AND PHYSICIAN now desire to amend the CONTRACT as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY AND PHYSICIAN hereby agree to the following amendment to the CONTRACT:

1. The term of this CONTRACT shall be extended until the State of Texas assigns a regional physician to assist in providing services to the Hidalgo County Health & Human Services Department for treating TB clients at Hidalgo County Pulmonary Clinic Offices.

2. Except as modified herein, all terms and conditions of the CONTRACT, as amended, remain in full force and effect. COUNTY and PHYSICIAN ratifies and confirms the terms and provisions of the CONTRACT as amended herein.

EXECUTED and effective as of the day and year first written above.

HIDALGO COUNTY

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr. County Clerk

PHYSICIAN:

By: _____
Ivan Melendez M.D.

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's
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:
2016-142190

Date Filed:
12/02/2016

Date Acknowledged:
12/07/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ivan G. Melendez MD
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

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-16-089-05-10
2nd Amendment, Medical 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:
2016-142190

Date Filed:
12/02/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ivan G. Melendez MD
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

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-16-089-05-10
2nd Amendment, Medical 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.

IRMA CELIA CASTILLO
Notary Public
STATE OF TEXAS
Notary ID# 861217-4
My Comm. Exp. 11-10-2020

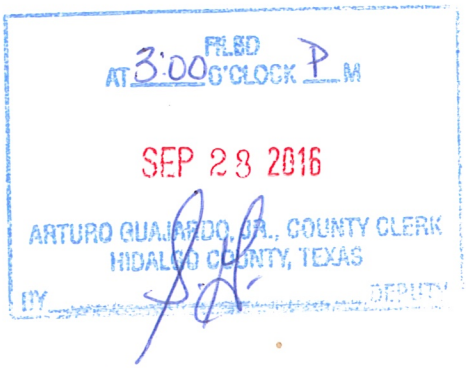
AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Ivan G. Melendez, this the 7th day of December, 2016, to certify which, witness my hand and seal of office.

Irma Celia Castillo — Signature of officer administering oath
Irma Celia Castillo — Printed name of officer administering oath
Notary Public — Title of officer administering oath

STATE OF TEXAS §
§
COUNTY OF HIDALGO §



FIRST AMENDMENT TO
CONTRACT #C-16-089-05-10

This **AMENDMENT** to the **CONTRACT** is made this **06th** day of **September of 2016** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **IVAN MELENDEZ M.D.** (the "PHYSICIAN").

WHEREAS, COUNTY and PHYSICIAN entered into a Short Term Contract on May 10, 2016 (the "CONTRACT"), that expires on September 20, 2016, in which the PHYSICIAN agreed to assist and support Hidalgo County Health & Human Services Department with a person to provide the services necessary to act as Physician for treating Tuberculosis ("TB") clients as well as other medical services as described in the CONTRACT; and

WHEREAS, the COUNTY now requires an amendment to extend the "term" of the CONTRACT due no regional physician hired thru Texas Department of State Health Services (DSHS) and Physician Services are still needed to assist and support the Hidalgo County Health & Human Services Department for treating TB clients as well as other medical services as described in the CONTRACT;

WHEREAS, the COUNTY AND PHYSICIAN now desire to amend the CONTRACT as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY AND PHYSICIAN hereby agree to the following amendment to the CONTRACT:

1. The term of this CONTRACT shall be extended to December 31, 2016;

2. Except as modified herein, all terms and conditions of the CONTRACT, as amended, remain in full force and effect. COUNTY and PHYSICIAN ratifies and confirms the terms and provisions of the CONTRACT as amended herein.

EXECUTED and effective as of the day and year first written above.

HIDALGO COUNTY

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo Jr.
Hon. Arturo Guajardo, Jr. County Clerk

APPROVED BY COMMISSIONERS' COURT ON: 9/13/16

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

PHYSICIAN:

By: _____
Ivan Melendez M.D.

APPROVED AS TO FORM:
H. C. Office of Criminal District Attorney's
Ricardo Rodriguez, Jr.

By: VM Garza
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:
2016-106857

Date Filed:
08/31/2016

Date Acknowledged:
09/02/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dr Ivan Melendez
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.

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.

C-16-089-05-10- 1st Amendment
Medical 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:
2016-106857

Date Filed:
08/31/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dr Ivan Melendez
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.
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.
C-16-089-05-10- 1st Amendment
Medical 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 Dr. Ivan Melendez, this the 1st day of Sept., 2016, to certify which, witness my hand and seal of office.

IRMA CELIA CASTILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-10-2016

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Irma Celia Castillo	Irma Celia Castillo	Notary Public

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 13, 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 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 in attendance.

2. **Pledge of Allegiance**

Judge Garcia led the courtroom in Prayer.

3. **Prayer**

Mrs. Virginia Townsand led the courtroom in Prayer.

Commissioner Palacios stepped out of the meeting.

4. **Approval of Consent Agenda**

The court approved the entire consent agenda.

5. **District Attorney's Office:**

A. **AI-56305** DA's - State Supplement (1281):
1. Requesting approval to accept the FY 2016-2017 D.A. State Supplement in the amount of $22,500.00 (09/01/2016 to 08/31/2017).

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Approval of certification of revenues as certified by the County Auditor for the FY 2016-2017 D.A. State Supplement Grant.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

12. **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. **Pct. 1**

1. **AI-56279** a. Acceptance and approval of a Professional Services Agreement #C-16-257-09-13 with Jimenez Engineering Solutions, LLC d/b/a INTERNATIONAL CONSULTING ENGINEERS for the purposes of "professional engineering services" for: [FEMA Projects] - located within Hidalgo County Precinct No. 1, subject to compliance with HB1295 [if and when applicable]
- Site 1 Mile 1-1/2 West between Mile 11 North and Mile 12 North Edcouch, TX
- Site 3 Jesus Flores Road Edcouch, TX
- Site 4 Englemen Road between Valdez and FM 2812 Edcouch, TX
- Site 5 Las Cumbres Drive between FM 493 and address 12880 Edcouch, TX
- Site 6 Mile 20 North between FM 493 and Mile 7 West Edcouch, TX

Mrs. Fong explained that the contract runs through September 14, 2017 but the monies used for this project are FEMA funds that are only good till November 2016.

Mr. Cruz informed that they're working with the precinct and have submitted the extension. Disclosing that they're going to approve a 6 months extension.

Commissioner Flores joined the meeting.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

b. Acceptance and approval of Work Authorization No. 1 (with an

4. **AI-55555** Presentation of low bid received meeting all specifications and/or requirements for the purposes of award of Bid/Contract for: "Pit Run Caliche" - Hidalgo County Pct 4, in connection to project no.: 2016-230-07-06-SGS.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Mr. Valde Guerra informed that the vendor is Roy's Hauling Services.

Court proceeded back to Open Forum.

D. IT Department:

1. **AI-56250** Acceptance and approval of the Amendment to the End User License Agreement between Tyler Technologies, Inc. and Hidalgo County for the maintenance and support services.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

E. Health & Human Services Dept.

1. **AI-56112** Approval of "First Amendment" to Service Agreement C- 16-089-05-10 between Hidalgo County Health & Human Services Department and Ivan Melendez M.D. (Physician) for the provision of Physician Services (TB Clients) [as permitted under the terms of the agreement] with compliance with HB 1295.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

F. District Clerk

1. **AI-56185** Requesting the continuation of the preservation of historical record books volumes and the paper conservation with Kofile Preservation, Inc. thru our membership participation with TXMAS (Texas Multiple Awarded Schedule) 13-36010 in the amount of $124,999.88 for the Hidalgo County District Clerk's Office thru requisition 305228 .

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Yoli

APPROVED

AI-56112 **Purchasing Department 12. E. 1.**

CC - REGULAR

Meeting Date: 09/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of "First Amendment" to Service Agreement C- 16-089-05-10 between Hidalgo County Health & Human Services Department and Ivan Melendez M.D. (Physician) for the provision of Physician Services (TB Clients) [as permitted under the terms of the agreement] with compliance with HB 1295.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-444-00-240-005-0-339

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

BUDGETARY IMPACT:

Funds available as of 09/02/16.

Attachments

Amendment-16-089

Form 1295

LEGALS-OKAY

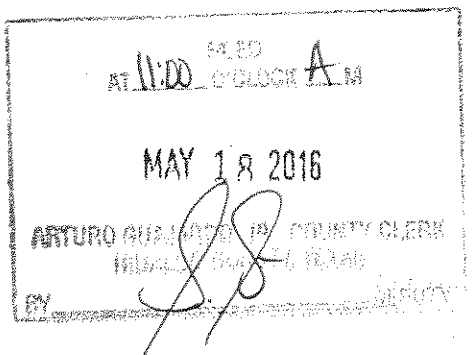
Form Review

Inbox	Reviewed By	Date
Purchasing Department	Letty Saenz	09/02/2016 09:28 AM
Budget & Management	Veronica Ortiz	09/02/2016 09:33 AM
Final Approval	Monica Badillo	09/09/2016 05:34 PM

Form Started By: Yolanda Velasquez Started On: 08/29/2016 10:34 AM

Final Approval Date: 09/09/2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §



SERVICES AGREEMENT
C-16-089-05-10

THIS AGREEMENT is made as of the 10th day of May, **2016** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas ("County") and **Ivan G. Melendez, MD** the physician appointed by County as the Health Authority in accordance with the provisions of Chapter 121 of the Health and Safety Code ("the Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as Physician for treating Tuberculosis ("TB") clients, as well as other medical services for the County's Health & Human Services Department (hereinafter "Health Department"), as more specifically set forth hereinafter;

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Health & Human Services Department; and

WHEREAS, the Commissioner's Court of County in accordance with the provisions of the Health and Safety Code appointed the Physician as the Health Authority.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to County and its Health & Human Services Department the services required of a Physician for the County's Health & Human Services

Department. These services include, but are not limited to:

a) Providing and maintaining a medical license under which all medical activities of the Hidalgo County Health and Human Services Department employees will take place;

b) Providing standing delegation orders to Advance Clinical Practitioners and all medical staff and supervising medical procedures and practice performed by the public health medical staff;

c) Providing medical services and established protocols and practices to implement Texas Department of State Health Services programs in Hidalgo County, including Tuberculosis Control and any additional medical services as requested by Hidalgo County Health and Human Services;

d) Ensuring that county and state procedures and Standards of Practice are followed within the clinical/medical operations of the Hidalgo County Health and Human Services;

e) Assisting with the diagnosis and treatment of patients with communicable diseases.

f) Participate in additional training/orientation to to facilitate the screening of chest x-rays for TB, and for assessing and/or treating TB clients. Hidalgo County Health and Human Services will assist in the coordination of training.

g) Physician must document compliance with signature log of audit and reviews of medical records to determine compliance in accordance with the Texas Medical Board prescribe authority.

h) Physician will be responsible to obtain any additional training in communicable diseases which may be required due to unforeseen public health threats. Hidalgo County Health and Human Services will assist in the coordination of training.

i) Physician Authority will adhere to the Texas Medical Board standards in the supervision of advanced medical staff as indicated by the Texas Medical Board Prescriptive Authority Agreement.

- In accordance with the Texas Medical Board the Physician must meet once a month at a scheduled time and place with Advance Medical

Practitioners to review medical practices however; Physician must be available to review any other clinic needs by medical staff in the event of an urgent public health circumstance.

- The acceptable means of communication with staff are via face to face interaction, telephone communication, remote electronic communication, telemedicine.

j) Serving as Physician for Hidalgo County and as such be available after hours, weekends, and Holidays as needed, in case of natural disaster/emergency, terrorists attack, or other emergency circumstances;

k) Physician must report any problems in operations of the Hidalgo County Health & Human Services Department's clinic facilities to the Department Chief Administrative Officer (CAO). Physician may assist the Chief Administrative Officers (CAO) in a collaborative resolution to any clinical operations.

- Physician will collaborate with CAO and support teams to determine the course of action in the event of a public health emergency.

l) Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by Hidalgo County, the Health & Human Services Department, or the State of Texas. Such records will remain the property of Hidalgo County;

m) Physician shall, upon request, assist and participate in In-Service training sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Hidalgo County Health & Human Services Department when requested.

n) Physician will participate in the planning and/or coordination of any population health, collaborative primary care and/or medical research practice that will be in collaboration with the University of Texas Rio Grande Valley Medical School and its affiliated partners.

o) Physician will be responsible to coordinate coverage by a licensed Family Practice Physician at a minimum in the event of a scheduled or unscheduled absence. Physician must notify the Chief administrative officer on any of the planned or unplanned leave. Physician must meet all requirements of Texas

Medical Board and Hidalgo County. Physician will be responsible to compensate and over see the substitute Physicians professional actions.

p) In the event Hidalgo County exercises its' option to terminate as further described herein the Physician agrees to continue to render all services until such time as new Physician contract is awarded.;

q) Physician may occasionally be required to, at his own expense, travel within the four-county (Hidalgo, Willacy, Cameron and Starr)-Rio Grande Valley Area. Should travel be required outside the four-county and Rio Grande Valley Area, the Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County Employees;

r) Physician will be responsible to submit a monthly invoice in adherence to County procedures utilizing the sample invoice provided by Hidalgo County Health and Human Services.

s) HIPPA & DUA Agreements-Physician 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.

t) assessment, diagnsis and treatment of individuals with Tuberculosis Disease and Tuberculosis Infection as per CDC and Texas Department of State Health Services Guidelines

u) assessing an average of 7 individuals per week face to face

v) reviewing an average of 40 records per week needing evaluation of Chest x-rays, MD orders for medications and/or recommendations for continuation of care

w) be available for telephone orders

2. Physician represents that he is licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Physician shall immediately notify the County Judge of Hidalgo.

3. As consideration for the above and foregoing, County agrees to pay Physician One hundred and Fifty Dollars ($ 150.00) **per hour with a maximum of sixteen (16) hours a week/hours to be evident as per attachment "B" titled "Activity Log for Contractual Physician"**. The Physician shall be paid one half of the monthly compensation on the 15th and 30th of each month unless such date falls on a weekend or holiday in which case payment will be made on the last working day before the weekend or holiday.

4. Physician must comply with all applicable laws and regulations of the State of Texas and County and Health & Human Services Department policies. Notwithstanding the foregoing sentence, Physician represents and maintains that Physician is an independent Contractor and is not an employee of County, the Health & Human Services Department, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County, Health & Human Services Department and/or any agency of County. Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Physician agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Physician agrees to continue as Physician for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

7. Physician agrees to provide liability insurance covering his 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.

9. Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

10. **Indemnification:** Physician 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 Contract, whether such act, omission, or failure was the Physician's or that of any person providing services hereunder through or for the Physician. Upon written notice from the County, the Physician will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Physician will carry proper insurance with the County as an additional named insured. To the extent provided for by law, the County will indemnify and hold the Physician harmless from any claims, actions, liability, or expenses (including costs such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Contract.

11. Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

12. This Contract shall be for a period of four (4) months commencing upon Commissioners' Court approval May 10 , 2016 and expiring on September 20, 2016 , but in no event to exceed the $50,000.00 statutory bid limit per calendar year.

13. **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. **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.

15. **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.

16. Except as may be otherwise specifically provided in this Contract, 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:	County of Hidalgo, Texas Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Physician:	Ivan G. Melendez, M.D. 3304 N Bryan Road Mission , TX 78573

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.

17. **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 Physician. 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).

EXECUTED and effective as of the day and year first written above.

Approved by Commissioners' Court on this the _____day of _____, 2016.

COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

Date: 5/17/16

ATTEST:

By: Arturo Guajardo
Arturo Guajardo, Jr., County Clerk

Date: 5/18/16

APPROVED BY COMMISSIONERS' COURT ON: 5/10/16 mo

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

PHYSICIAN:

By: _____

Printed: Ivan G. Melendez, MD

Date: 05/11/2016

Approved as to form:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"
ACTIVITY LOG FOR CONTRACTUAL PHYSICIAN

Exhibit "A"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
1304 S. 25TH AVE.
EDINBURG, TEXAS 78542

Activity Log For Contractual Physician

DATE	TIME	PURPOSE OF VISIT/CALL	SIGNATURE

Connie Sanchez, RN
Director of Clinical Care Services

4/1/2016



PUBLIC VERIFICATION / PHYSICIAN PROFILE

PHYSICIAN

NAME: IVAN GILBERTO MELENDEZ BAEZ MD **DATE:** 04/29/2016

THE INFORMATION IN THIS BOX HAS BEEN VERIFIED
BY THE TEXAS MEDICAL BOARD

Date of Birth: 1960
License Number: H5188 Full Medical License
Issuance Date: 02/24/1989
Expiration Date of Physician's Registration Permit: 11/30/2016

Registration Status: ACTIVE
Disciplinary Status: NONE
Licensure Status: NONE

Registration Date: 04/25/1989
Disciplinary Date: NONE
Licensure Date: NONE

Medical School of Graduation:
At the time of licensure, TMB verified the physician's graduation from medical school as follows:
UNIV OF PUERTO RICO SCH OF MED, SAN JUAN

Medical School Graduation Year: 1987

TMB Filings, Actions and License Restrictions

The Texas Medical Board has the following board actions against this physician. (This may include any formal complaints filed by TMB, as well as petitions and/or responses related to licensure contested matters, at the State Office of Administrative Hearings.)

NONE

Investigations by TMB of Medical Malpractice

Section 164.201 of the Act requires that: the board review information relating to a physician against whom three or more malpractice claims have been reported within a five year period. Based on these reviews, the following investigations were conducted with the listed resolutions.

NONE

Status History

Status history contains entries for any updates to the individual's registration, licensure or disciplinary status types (beginning with 1/1/78, when the board's records were first automated). Entries are in reverse chronological order; new entries of each type supersede the previous entry of that same type. These records do not display status type. Should you have any questions, please contact our Customer Information Center at 512-305-7030 or verifcic@tmb.state.tx.us

Status Code: AC **Effective Date:** 04/25/1989
Description: ACTIVE

Status Code: LI **Effective Date:** 02/24/1989
Description: LICENSE ISSUED

THE INFORMATION IN THIS BOX WAS REPORTED BY THE LICENSEE AND HAS NOT BEEN VERIFIED BY THE TEXAS MEDICAL BOARD

Gender: MALE
***Ethnicity:** HISPANIC
Race: WHITE - of Hispanic origin
* We are in the process of transitioning from the current ethnic origin values to federal standards for race and Hispanic origin. The transition period will allow time for individuals to submit updated race and Hispanic origin data to the TMB.
Place of Birth: PUERTO RICO
Current Primary Practice Address:
833 W. DOVE
MCALLEN , TX 78504

Years of Active Practice in the U.S. or Canada:
The physician reports that he/she has actively practiced medicine in the United States or Canada for **27** year(s).

Years of Active Practice in Texas:
The physician reports that, of the above years he/she has actively practiced in the State of Texas for **27** year(s).

Specialty Board Certification

The physician reports that he/she holds the following specialty certifications issued by a board that is a member of the American Board of Medical Specialties or the Bureau of Osteopathic Specialists:

Specialty Certification: AMERICAN BOARD OF FAMILY MEDICINE
Date: 1990

Primary Specialty

The physician reports his/her primary practice is in the area of FAMILY PRACTICE.

Secondary Specialty

The physician reports his/her secondary practice is in the area of EMERGENCY MEDICINE.

Name, Location and Graduation Date of All Medical Schools Attended

Name: UPR SCHOOL OF MEDICINE
Location:
Graduation Date: 1987

Graduate Medical Education In The United States Or Canada

Program Name: MISSION HOSPITAL
Location: MISSION, **Begin Date:** NONE
Type: NONE **End Date:** NONE
Specialty: NONE

Program Name: BAYLOR COLLEGE OF MEDICINE
Location: HOUSTON, TX **Begin Date:** 1987
Type: INTERNSHIP **End Date:** 1988
Specialty: FAMILY MED

Program Name: BAYLOR COLLEGE OF MED
Location: HOUSTON, TX **Begin Date:** 1988
Type: RESIDENCY **End Date:** 1990
Specialty: FAMILY MED

Hospital Privileges

The physician reports that he/she has hospital privileges in the following in the State of Texas:

Hospital: RIO GRANDE REGIONAL HOSPITAL
Location: MCALLEN

Hospital: SOLARA HOSPITAL
Location: MCALLEN

Hospital: DOCTORS HOSPITAL AT RENAISSANCE
Location: EDINBURG

Hospital: BROWNSVILLE MEDICAL CENTER
Location: BROWNSVILLE

Hospital: MCALLEN MEDICAL
Location: MCALLEN

Location: MISSION

Hospital: LIFECARE HOSPITALS OF SOUTH TEXAS
Location: MCALLEN

Utilization Review

The physician did not report whether he/she provides utilization review.

NONE REPORTED

Patient Services

Accessibility: The physician reports that the patient service area **is** accessible to persons with disabilities as defined by federal law.

Language Translation Services: The physician reports that the following language translation services are provided for patients: 11

Medicaid Participant: The physician reports that he/she **does** participate in the Medicaid program.

Awards, Honors, Publications and Academic Appointments

Optional Information
The physician may optionally report descriptions of up to five such honors and has reported the following:

NONE

Malpractice Information

Section 154.006(b)(16) of the Act requires that: a physician profile display a description of any medical malpractice claim against the physician, not including a description of any offers by the physician to settle the claim, for which the physician was found liable, a jury awarded monetary damages to the claimant, and the award has been determined to be final and not subject to further appeal. The physician has the following reportable claims.

Description: NONE

Criminal History

Self-Reported Criminal Offenses: The physician is required to report a description of (1) "any conviction for an offense constituting a felony, a Class A or Class B misdemeanor, or a Class C misdemeanor involving moral turpitude" and (2) "any charges reported to the board to which the physician has pleaded no contest, for

which the physician is the subject of deferred adjudication or pretrial diversion, or in which sufficient facts of guilt were found and the matter was continued by a court of competent jurisdiction."

The physician has reported the following:

Description: NONE

Criminal history information is also obtained by TMB from the Texas Department of Public Safety. Resulting action, if any, will be reported under the TMB Action and Non-Disciplinary Restrictions section above.

Disciplinary Actions By Other State Medical Boards

The physician has reported the following:

Description: NONE

Physician Assistant Supervision

To obtain primary source verifications, click name

Description: NONE

Advanced Practice Nurse Delegation

To obtain primary source verifications, click name

APN Name: PRUITT-ORR, SHELIA APN
APN License Number: AP104901
Delegation Location Type: Practice Site
Approve Date: 12/2/2013
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: YES

APN Name: VALDEZ, REYNALDO APN
APN License Number: AP104507
Delegation Location Type: Practice Site
Approve Date: 8/1/2015
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: YES

APN Name: VALDEZ, REYNALDO APN
APN License Number: AP104507
Delegation Location Type: Practice Site
Approve Date: 8/1/2015
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: YES

APN Name: RESENDEZ, VERONICA APN
APN License Number: AP126336
Delegation Location Type: Practice Site
Approve Date: 8/3/2015
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: YES

APN Name: RESENDEZ, VERONICA APN
APN License Number: AP126336
Delegation Location Type: Practice Site
Approve Date: 8/3/2015
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: YES

Summary of all License/Permit Types

Issue Date:	Type:
09/16/1987	INSTITUTIONAL PERMIT
02/24/1989	LICENSED PHYSICIAN

Contact Us | Privacy Policy | Accessibility Policy | Compact with Texans | Website Linking Policy

Please contact Pre-Licensure, Registration and Consumer Services at (512) 305-7030 for assistance.

EXHIBIT "B"

FEE

EXHIBIT "B"

HIDALGO COUNTY – HEALTH AND HUMAN SERVICES DEPARTMENT
"PHYSICIAN SERVICES"

FEE: SIXTEEN (16) HOURS MAX PER WEEK @ $150.00 PER HOUR

EXHIBIT "C"

INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/26/2016

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
INSURANCE BY BILLY PASTOR
625 W PECAN
MCALLEN, TX 78501

CONTACT NAME: EDUARDO PASTOR
PHONE (A/C, No, Ext): 956-668-1283 FAX (A/C, No): 956-668-1874
E-MAIL ADDRESS: EDUARDOPASTOR@AOL.COM

INSURED
IVAN MELENDEZ
3304 N BRYAN RD
MISSION, TX 78573

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LLOYD'S OF LONDON	
INSURER B: PROGRESSIVE	
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:	X		LDDZB-J	10/10/2015	10/10/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 500,000 $ 100,000 $ 5,000 $ EXCLUDED $ 1,000,000 $ EXCLUDED $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		06754310-6	12/11/2015	06/11/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 500,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A 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)
MEDICAL OFFICES

CERTIFICATE HOLDER
HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

TMLT
Texas Medical Liability Trust

POLICY NUMBER 1-107893

Renewal ☒ New Policy ☐

DECLARATIONS PAGE
Professional Liability Insurance Policy
Claims Made

NAMED INSURED: (including mailing address)

Ivan G. Melendez, MD
3304 N. Bryan Rd.
Mission, TX 78573

NAMED INSURED IS A(N): **Individual**

POLICY PERIOD:	Effective Date: Expiration Date:	**01/03/2016** **01/03/2017**	Beginning and ending at 12:01 a.m.
	Retroactive Date:	**01/03/2002**	
SPECIALTY:		**FM/GP-No Sgy**	
TOTAL PREMIUM:		**$6,745**	
LIMITS OF LIABILITY:	Each *Claim* Limit: All *Claims* Limit:	**$100,000** **$300,000**	
MEDEFENSE:	Initial *Endorsement* Effective Date:	**12/01/2011**	
MEDICAL DIRECTOR:	Limit of Liability (each *Claim*/all *Claims*): (included in the applicable limits of liability listed above or on an attached Schedule of Insureds)	**$100,000**	

This Declarations Page, along with the coverage forms and *endorsements* attached, completes the above numbered policy and is part of and subject to all terms, conditions and exclusions of the above numbered policy and any *endorsements* issued by the Trust to the *Named Insured*.

Issue Date: **11/26/2015**

Counter Signed By: Debbie Lia

Authorized Representative of
Texas Medical Liability Trust

GC

Texas Medical Liability Trust
P.O. Box 160140, Austin, Texas 78716
Main:800-580-8658, Local:512-425-5800, Fax:512-328-5637
www.tmlt.org

"The only medical professional liability insurance provider created and exclusively endorsed by the Texas Medical Association"

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:
2016-49969

Date Filed:
05/04/2016

Date Acknowledged:
05/04/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dr Ivan Melendez
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.

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.

C-16-089-05-10
Medical 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:
2016-49969

Date Filed:
05/04/2016

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Dr Ivan Melendez
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.**
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.**
C-16-089-05-10
Medical 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.

RICARDO SALINAS JR NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-20-2019

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Ricardo Salinas Jr., this the 4th day of May, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Ricardo Salinas Jr. — Printed name of officer administering oath | Title of officer administering oath

RE: Assistance with Physician Contract

From : Eduardo Olivarez <eddie.olivarez@hchd.org> Tue, Mar 22, 2016 09:19 AM

Subject : RE: Assistance with Physician Contract 1 attachment

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Victor Garza' <victor.garza@da.co.hidalgo.tx.us>

Cc : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>, 'Josephine Ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>, connie sanchez <connie.sanchez@mail.hchd.org>, Mike Escaname <mike.escaname@hchd.org>

Mrs. Salazar,

Our Pulmonary Team has exhausted all possible methods to deal with the case load of TB clients, after the State Physician retired abruptly. Dr. Melendez had been covering the caseload while the State Department of Health is searching to hire a replacement physician. However, Dr. Melendez had to address and unplanned medical procedure requiring an extended recovery, which will have him out for the next 3 to 4 weeks. I feel that there is an urgent need to establish a contract with a physician who can assist in addressing the Physician requirements with these cases.

I am recommending 3 to 4 months of coverage, which will afford us the time to work with the State and work on alternate plans for physician coverage which is provided by the State. Our Pulmonary Team Coordinator, Clinical Services Director and I have recommended Dr. Eduardo Candanosa for possible coverage. I have reviewed this possible action with Dr. Melendez and he felt that we must take into account the patient needs and medical requirements. He supported the development of a temporary solution. I feel that we can use funds from our 1115 program to help finance this venture. I am open to any recommendations on how best resolve this urgent situation.

Respectfully,
Eddie Olivarez

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 09, 2016 1:53 PM
To: Victor Garza; Eddie Olivarez
Cc: Yolanda Velasquez; Josephine Ramirez
Subject: Re: Assistance with Physician Contract

Counselor:
Have you heard anything further from Mr. Olivarez regarding the engaging of this physician for a short term engagement?
Thanks,
Marty S.

----- Original Message -----
From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, March 9, 2016 10:44:12 AM
Subject: Assistance with Physician Contract

Good morning Mrs. Marty,

I was wondering if you have heard anything on this.. Will it be exempted? I never received additional information other that what was initially provided. I did talk to Gloria (Nurse) she said that the Dr. Richard J. Wing was a "Family Practice MD and Tuberculosis

Specialist. I had attached a "Draft" I had worked on for a short term not to exceed $50,000.00 Service Contract.

Please advise..

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wednesday, February 17, 2016 9:48:45 AM
Subject: Fwd: Assistance with Physician Contract

Good Morning, Yoli

As per Ms. Marty directive she asked to please work on this project, (see emails below for more information) this contract is for a 6 months not to exceed 50,000. Am trying to find a commodity code I'll let you know

Respectfully,

Elena Gomez, Procurement Process Coordinator

Hidalgo County Purchasing Dept.

2812 S Bus. Highway 281

Edinburg, Texas 78539

(956) 318-2626 x 4855

(956) 292-7612
elena.gomez@co.hidalgo.tx.us

----- Original Message -----

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "Eduardo Olivarez" <eddie.olivarez@hchd.org>, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Friday, February 12, 2016 2:23:53 PM
Subject: Re: Assistance with Physician Contract

Thanks, Counselor.

----- Original Message -----

From: "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Eduardo Olivarez" <eddie.olivarez@hchd.org>
Sent: Friday, February 12, 2016 2:19:59 PM
Subject: RE: Assistance with Physician Contract

Fyi…spoke with Mr. Olivarez. He will move to get information from physicians that may be considered for an exemption.

Thank you.

Victor M. Garza

Assistant District Attorney

Civil Division

Office of the Criminal District Attorney

Hidalgo County, Texas

100 N. Closner RM 303

Edinburg, Texas 78539

(956) 292-7609 EXT. 8185

(956) 318-2079 FAX

victor.garza@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 victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 12, 2016 1:58 PM
To: Eduardo Olivarez
Cc: Josephine Ramirez; victor garza; Valde Guerra
Subject: Re: Assistance with Physician Contract

Mr. Olivarez:
Did you have the opportunity to discuss this project with Hon. Victor Garza, Asst. DA? We conferenced this morning and he mentioned he would be contacting you to discuss. Reason I ask is that will determine what our plan of action as to securing this contract. Let me

know. In the meantime, I will commence the assigning of the project to a Buyer.

Yours truly,

Marty S.

----- Original Message -----

From: "Eduardo Olivarez" < eddie.olivarez@hchd.org >
To: "Martha Salazar" < martha.salazar@co.hidalgo.tx.us >, "Josephine Ramirez" < josephine.ramirez@da.co.hidalgo.tx.us >, "victor garza" < victor.garza@da.co.hidalgo.tx.us >
Cc: "Valde Guerra" < valde.guerra@co.hidalgo.tx.us >
Sent: Friday, February 12, 2016 11:42:58 AM
Subject: RE: Assistance with Physician Contract

Mrs. Salazar

Thank you for your support - Additionally I am attaching a brief summary of services needed for a TB contract Dr. In the event that you need specific clinical information please contact Gloria Salinas, RN TB Program Manager at extension 7285.

Thanks

Eddie Olivarez

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 11, 2016 1:47 PM
To: Josephine Ramirez; victor garza
Cc: Valde Guerra; eddie olivarez
Subject: Fwd: Assistance with Physician Contract

Counselors:

Please review the situation that Mr. Eddie Olivarez details below. It appears that there is an urgent and necessary need to contract [as he states] a physician [either a Pulmonary Specialist or a Physician that has a stron background in treating tuberculosis]. Short of an RFP w/Q can an exemption be comtemplated? Mr. Olivarez does advise that there appears to be interest by a couple of physicians. Would there credentials and curriculum suffice [with Mr. Olivarez' evaluation of information]? Let me know what you think.

Thanks,
Marty S.

From: "Eduardo Olivarez" < eddie.olivarez@hchd.org >
To: "Martha Salazar" < martha.salazar@co.hidalgo.tx.us >, "Valde Guerra" < valde.guerra@co.hidalgo.tx.us >
Cc: "connie sanchez" < connie.sanchez@mail.hchd.org >, "Gloria Salinas" < gloria.Salinas@hchd.org >
Sent: Thursday, February 11, 2016 1:27:48 PM
Subject: Assistance with Physician Contract

I would like to seek your input on the procedure needed to contract a physician who specializes in pulmonary medicine, or has a strong background in treating tuberculosis. The Texas Department of Health & Human Services Physician, retired without notice, hence putting our tuberculosis treatment clinic in a difficult position.

Dr. Melendez has been assisting with those duties; however, they are not factored into his current contract. Additionally, there is a great need to have a consistent schedule to be established for the patients and staff. Therefore I am seeking to explore a method to contract a physician for a six month period, in which time the State can come up with a possible physician alternative. I have reviewed this with Mr. Guerra and he feels that a temporary solution may be possible. I am considering using the 1115 Program account to pay for these temporary services. I would like to take action on this as soon as possible, or at least we can present it at Commissioners Court to obtain permission to move forward on this action. I am having my team come up with "Specifications" of duties and or an overall description of duties. I will forward those to you ASAP.

Thank you for your support.

Eddie Olivarez

CONFIDENTIALITY NOTICE: This email and any files transmitted with it may contain Protected Health Information under the Federal Health Insurance Portability and Accountability Act (HIPAA). If the receiver of this email is a Covered Entity under the regulations, you are obligated to treat this information accordingly. If this email was sent to you in error, you are prohibited from utilizing or disseminating this email or any attachments. Please immediately delete it from your computer system and notify the sender of their error.

TB Coverage Dr Eduardo Candanosa.pdf

APPROVED

AI-54441

Purchasing Department
21. E. 1.

CC - REGULAR

Meeting Date: 05/10/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemptions from competitive procurement requirements under Tx Local Government Code, Chapter/Section, 262.024 (a)(2)&(4), to protect the health and safety of the residents of the county and a professional service;

B. Acceptance and approval of a short term 120 days contract with **Ivan G. Melendez, M.D.**, for the provision of Physician Services (TB Clients) for the Hidalgo County's Department of Health and Human Services and subject to HB-1295 and/or HB23 when and/if applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1100-444-00-240-005-0-339
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funds available as of 5/4/16.

Attachments

TX Local Government Code 262.024

Email from Mr. Olivarez

Ivan Melendez-MD-INFO

HB 1295-Letter Request-Dr. Melendez

Contract-Reviewed-Legal.pdf

Legals-Review-Contract.pdf

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Re: AMENDMENT 2-IVAN MELENDEZ

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Fri, Dec 02, 2016 04:35 PM
Subject : Re: AMENDMENT 2-IVAN MELENDEZ 2 attachments
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Cc : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, rudy salinas1 <rudy.salinas1@co.hidalgo.tx.us>

All,

please see attached revised 2nd Amendment.

please let me know if you have any additional 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

****

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

victor.garza@da.co.hidalgo.tx.us <josephine.ramirez@co.hidalgo.tx.us> AND DELETE THE COMMUNICATION.*

On Thu, Dec 1, 2016 at 11:39 AM, Martha Salazar <martha.salazar@co.hidalgo.tx.us> wrote:

> Counselors:
> Received a call from Mr. Olivarez this morning along with confirming e-mail attached. He needs a second amendment w/Dr. Melendez to insure no lapse in service until the newly hired TB Physician is assigned and ready to a directly assist the Health Dept. Therefore, please review and comment as to form, the draft attached so as to expire upon the state physician being available. Let us know as we need to place the item on the supposed last HCCC agenda meeting of 2016 on 12-13.
> Thanks,
> Marty S.
>
> ------------------------------
> *From: *"Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
> *To: *"Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>
> *Sent: *Thursday, December 1, 2016 11:26:37 AM
> *Subject: *AMENDMENT 2-IVAN MELENDEZ
>
> Good morning Marty,
>
> Please forward to legal for review as to form Amendment 2 for Ivan Melendez, MD to proceed to next step.
>
> Thank you.
> Yolanda Velasquez, Buyer III
> Tel: 956-318-2626 ext.4881
>
>
>
> ---------- Forwarded message ----------
> From: Eduardo Olivarez <eddie.olivarez@hchd.org>
> To: Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>
> Cc: "'Connie Sanchez'" <connie.sanchez@hchd.org>, Gloria Salinas <gloria.Salinas@hchd.org>, Josie Escalante <josie.escalante@hchd.org>, Mike Escaname <mike.escaname@hchd.org>, Dairen Sarmiento <Dairen.sarmiento@hchd.org>
> Date: Thu, 1 Dec 2016 08:51:49 -0600
> Subject: FW: TB Physician Contract To Expire - Needs Renewal
>
> *Mrs. Salazar *
>
>
>
> *I would like to request a “2nd Amendment” to contract – C-16-089-05-10 regarding continued TB Physician support to our Pulmonary Clinic. The State of Texas Department of Health and Human Services is currently completing training of their newly hired Regional TB physician who is expected to provide service to our County Pulmonary clinic. The contract amendment is to assure continued services until the State assigns their physician to our clinic. *
>
>

> *Eddie Olivarez*
>
>
>
> *From:* Mike Escaname [mailto:miguel.escaname@hchd.org]
> *Sent:* Thursday, December 01, 2016 8:36 AM
> *To:* eddie.olivarez@hchd.org
> *Subject:* FW: TB Physician Contract To Expire - Needs Renewal
>
>
>
>
>
>
>
>
> *From:* Mike Escaname [mailto:miguel.escaname@hchd.org
> <miguel.escaname@hchd.org>]
> *Sent:* Wednesday, November 23, 2016 8:32 AM
> *To:* dairen.sarmiento@hchd.org
> *Cc:* eddie.olivarez@hchd.org; connie.sanchez@hchd.org;
> gloria.salinas@hchd.org; josie.escalante@hchd.org
> *Subject:* TB Physician Contract To Expire - Needs Renewal
>
>
>
> Dairen,
>
>
>
> The TB Physician contract *Amendment* approved by CC on 09/13/16 is set
> to expire on *12/31/16.*
>
>
>
> In speaking with Ms. Yolanda Velasquez, Purchasing Dept., a request to Ms.
> Marty Salazar needs to be submitted to either extend this contract further
> or initiate an alternative.
>
>
>
> Considering this contract is funded by 1115 Waiver DSRIP, you will need to
> approve a continuance depending on whether funding is available.
>
>
>
> Please consult with Mr. Olivarez and Connie Sanchez to determine what the
> resolution will be.
>
>
>
> 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
>
>
>
> [image: cid:image002.png@01D18E60.5428CE20]
>
>
>
>

---

image001.png
11 KB

SECOND.AMENDMENT.docx
22 KB

AI-57708 **Purchasing Department** **23. G. 1.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of "CORRECTION" of agreement # to reflect [HHS Contract No. Attachment A] and NOT HHS Contract No. 2014-44214-001 on the Data Use Agreement (DUA) between the Texas Health and Human Services Enterprises and Hidalgo County commencing with County Clerk as (approved by CC on 05/10/16-AI-54486).

BACKGROUND

Revised DUA

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NO FISCAL IMPACT

Attachments

Revised DUA
CC Mins 05/10/16-apprvd DUA
DUA-(apprvd by CC on 05/10/16)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2016 11:30 AM
Budget & Management	Veronica Ortiz	12/08/2016 02:02 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Letty Saenz		Started On: 12/07/2016 05:05 PM
Final Approval Date: 12/09/2016		

Revised Contract #

HHS Contract No. Attachment A

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HIDALGO COUNTY ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency DEPARTMENT OF STATE HEALTH SERVICES("HHS") and HIDALGO COUNTY ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. Attachment A, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. ***45 CFR 164.508(2)(ii)(A)*** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR.504(e)(2)(i)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(a),(c)(e) and (f)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security inquiry provided to CONTRACTOR with this DUA to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security inquiry will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the

confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.514(d)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(E)(1)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 ***Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 ***HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 ***HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 ***Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	**CONTRACTOR**
BY: _____	**BY:** _____
NAME:	**NAME:**
TITLE: _____	**TITLE:** _____
DATE: _____, 201__.	**DATE:** _____, 201__.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER Attachment A

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with_____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:	_____	**BY:**	_____
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
DATE	_____, 201__	**DATE:**	_____

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HIDALGO COUNTY ("CONTRACTOR")

Attachment A

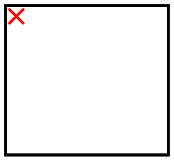
Contract Number 537-16-0127-00001 (Remote Birth Access contract) serves as "Attachment A" to the Data Use Agreement (DUA).

SPECIAL MEETING - May 10, 2016

BE IT REMEMBERED, that on this 10th day of May A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE EDUARDO "EDDIE" CANTU	**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-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 10, 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 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 in attendance.

2. **Pledge of Allegiance**

   Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. **Prayer**

   Mr. Domingo Villarreal led the courtroom in Prayer.

4. **Approval of Consent Agenda**

   The court move to approved the consent agenda for the exception of Items.2.X.,2.CC., 10.B., 10.O., & 10.DD. to be pulled for discussion.

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

   A. AI-54514 Recognizing the heroic actions of Abel and Robert Perez. The father and son team rescued two teenagers from drowning at South Padre Island on Saturday, April 30, 2016.

   B. AI-54238 Proclamation declaring May 2016 as Mental Health Month in Hidalgo County.

   C. AI-54510 Proclamation in honor of National Hospital Week, May 8 through May 14, 2016

   D. AI-54513 Proclamation recognizing the week of May 8, 2016 as Economic Development Week in Hidalgo County.

6. **County Treasurer - Norma Garcia:**

   A. AI-54491 Presentation & update of County's retirement system by Texas County & District Retirement System (TCDRS).

7. **Constables:**

   A. AI-54356 Constable Precinct No. 1:
   Discussion, consideration, and approval to appoint John Paul Sauceda as Deputy Constable (Sergeant grade) by Constable Celestino Avila Jr, Constable Precinct 1 in accordance with Texas Local Government Code Section 86.011.

   B. AI-54331 Constable Pct. 3 (1220):
   1. Approval of certification of revenues as certified by the County Auditor for the 2016 LEOSE Funds for Constable Pct. 3
   2. Approval of the appropriation of the 2016 LEOSE funds for the Constable Pct. 3 Department in the amount of $1,900.33.

   C. AI-54348 Constable Precinct 4:
   Discussion, consideration, and approval for Hidalgo County Constable Precinct 4 to enter into an Interlocal Cooperation Agreement with Hall County for the purposes of TLETS/NLETS access on their COPSync message switch.

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

B. AI-54465 Approval of BlueCross BlueShield Benefit Program Application to apply a $250 penalty for employees who fail to compare costs of MRI and CT scans on the new BlueCross BlueShield benefit, Benefit Value Advisor (BVA), approved by Commissioner's Court on 9/29/15 AI-51266 which took effect 1/1/16. Penalty, if approved by Commissioners Court, will be applied effective July 1, 2016.

C. AI-54454 Various Departments (1285/1284/1100):
Approval of the revised salary schedule, effective 04/04/16.

D. AI-54434 Approval to submit request for funds (unclaimed capital credits) from Texas Comptroller of Public Accounts as authorized under Section 74.602 of the Texas Property Code, with authority for County Judge to sign the letter request.

E. **Budget Appropriations:**

1. AI-54445 Supplemental Court Guardianship (1250):
Approval of 2016 appropriation of funds in the amount of $50,000.00 to fund legal services.

2. AI-54388 Pct 4 Russell - M17 1/2(Canal-Ware) (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance in the amount of $345,881.00 to fund Pct 4 Russell Road Project.

F. **Interfund transfers:**

1. AI-54481 COPS Retention (1284):
Approval of 2016 interfund transfer from Sheriff's Office (1100) to COPS Retention (1284) in the amount of $1,284.56 to fund a deficit in salary and fringe benefits.

21. **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-54459 Presentation of sole lowest responsible bid received [meeting all specifications and/or requirements] for the purpose of award and approval of contract document for project titled: Hidalgo County- "Maintenance & Repairs for Elevators Located in County Owned Buildings:" through RFB No.: 2016-074-05-10-SMA.

2. AI-54477 A. Requesting acceptance and approval of an "Amendment" to Sole Source Declaration for COPsync, Inc. to clarify and reflect the provision of "Turnkey Solutions" (i.e. any/all equipment, parts, incidentals, accessories and installation of same) through the life term of the declaration (all funding sources);
B. Acceptance and approval to process of Requisition #294062 into a Purchase Order as it qualifies under the Amended Sole Source Declaration for COPsync.

3. AI-54162 Acceptance and approval of Sole Response received and meeting all specifications and / or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Extraction Of Water Services (DeWatering)" through project No.: 2016-134-03-30-FAZ.

B. **Pct. 1**

1. AI-54475 Approval to exercise the option to renew/extend for a one (1) year extension (as permitted in contract) with Southern Star Transport, LTD, under the same terms and conditions for "Hauling Services for Millings" - Precinct #1.

C. **Pct. 2**

1. AI-54543 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for Pct No. 2 Projects (on as needed basis).

	CDS MUERY	QUINTANILLA, HEADLEY & ASSOC	R.O.W. SURVEYING SERVICES
SCORE	96	94	95
RANKING			

4. AI-54423 A. Recommendation by project architect Mata & Garcia Architects, LLC, to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, Gomez Paving, LLC, dba, South Texas Paving of Mission, TX, in the total amount of $150,900.00 for project -Hidalgo County Precinct No. 4 -"Construction of Parking Lot at San Carlos CRC and Sunflower Park -RFB No. 2016-115-03-30-MSS." subject to compliance with HB23 and/or HB1295 [when and/or if applicable];
B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Jesus "Jesse" Ozuna, to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

5. AI-54418 A. Recommendation by project engineer, Raul E. Sesin, PE, to award the Base Bid and Alternates #1, #2, #3, #4, #5 and #6 to the responsible vendor submitting the lowest and best bid meeting all specifications, **Texas Cordia Construction, LLC** of Edinburg, TX, in the total amount of **$345,880.39** for project (base bid and alternates 1 thru 6) - "**Hidalgo County Precinct No. 4 - Mile 17 1/2 Road Paving & Drainage Improvements: - RFB 2016-120-04-27-MSS/YZV"** subject to compliance with HB23 and/or HB1295 [when and/or if applicable];

B. Pursuant to TXLCG 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Jesse Ozuna, [unless otherwise voiced/announced by Commissioner Palacios] to execute change orders that involve 'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits. The original contract price may not be decreased by 18% or more without the consent of the contractor.

6. AI-54424 Approval to exercise the option to renew/extend for a one (1) year extension (as permitted in contract) with Roy's Hauling Service, Inc., under the same terms and conditions for; "Hauling Services for Hot Mix" - Precinct 4.

E. **Health & Human Services Dept.**

1. AI-54441 A. Requesting exemptions from competitive procurement requirements under Tx Local Government Code, Chapter/Section, 262.024 (a)(2)&(4), to protect the health and safety of the residents of the county and a professional service;

B. Acceptance and approval of a short term 120 days contract with **Ivan G. Melendez, M.D**., for the provision of Physician Services (TB Clients) for the Hidalgo County's Department of Health and Human Services and subject to HB-1295 and/or HB23 when and/if applicable.

2. AI-54371 A. Presentation and action in connection with the sole response received for RFP No. 2016-076-04-13-YZV - "Registered Pharmacist Services" for the purpose of Hidalgo County Commissioners' Court ranking as "qualified" [meeting the criteria] in order to continue to the next phase (i.e. negotiation) of the proposal process;

B. Requesting authority for Purchasing department to negotiate with the sole "qualified" proposer _____ in order to finalize a contract for consideration and award including compliance with HB23 and/or HB1295 if and when applicable.

F. **Tax Office**

1. AI-54374 Presentation of Sole Bid received (as detailed in tabulation sheet contained herein) for the purpose of award and approval of contract document, meeting all specifications and/or requirements for project titled: Hidalgo County Tax Assessor/Collector-"Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes" through RFB No.: 2016-059-04-20-SGS

G. **Sheriff's Office**

1. AI-54450 Requesting authority to purchase through our membership/participation with (DIR) Department of Information Resources contract DIR-SDD-1951 the following; (60) Dell Latitude E5550/5550 CTO (77) OptiPlex 9020M (77) Dell 22" Monitors (77) Dell OptiPlex Vertical Stand System Desk (35) Dell OptiPlex Micro Console Enclosure In the total amount of $116,860.00 subject to compliance with HB23 and/or HB1295 when and or if applicable.

H. APPROVED **County Clerk**

1. AI-54486 Requesting approval of **Data Use Agreement (DUA)** between the **Texas Health and Human Services Enterprises** and **Hidalgo County commencing with County Clerk** to: facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

22. **Open Forum**

23. **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

HHS Contract No. 2014-044214-001

FILED
AT 3:00 O'CLOCK P M
MAY 26 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HIDALGO COUNTY ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency DEPARTMENT OF STATE HEALTH SERVICES("HHS") and HIDALGO COUNTY ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 2014-044214-001, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. ***45 CFR 164.508(2)(ii)(A)*** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR.504(e)(2)(i)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(a),(c)(e) and (f)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security inquiry provided to CONTRACTOR with this DUA to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security inquiry will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the

confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.514(d)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(E)(1)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: ***For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurancewith policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims. .

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES

BY: _____

NAME: Ed House

TITLE: Chief Operating Officer

DATE: June 13, 2016.

CONTRACTOR

BY: Ramon Garcia

NAME: RAMON GARCIA

TITLE: HIDALGO COUNTY JUDGE

DATE: May 25, 2016.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/10/16

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
NAME: **STEPHEN L. CRAIN**

TITLE: **ATTORNEY AT LAW**

DATE: 5-16, **201 6.**

ATTEST:
BY: _____
NAME: **ARTURO GUAJARDO, JR.**

TITLE: **HIDALGO COUNTY CLERK**

DATE: _____, **201 6.**

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER 2014-044214-001

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with_____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:	_____	**BY:**	_____
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
DATE	_____, **2016.**	**DATE**	_____, **2016.**

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

JOHN HELLERSTEDT, M.D.
COMMISSIONER

June 16, 2016

Priscilla Torres
Office of Arturo Guajardo, Jr.
Hidalgo County Clerk
100 N. Closner
Edinburg, TX 78539

Subject: Executed Data Use Agreement

Dear Ms. Torres,

Enclosed is the executed Data Use Agreement between the Texas Health and Human Services Enterprise agency, Department of State Health Services ("HHS"), and Hidalgo County Clerk's Office.

Please let me know if you have any questions or need additional information. Princess Lindsay, Contract Manager, serves as the lead staff on this matter and can be reached by telephone at (512) 776-3713 or by email at Princess.Lindsay@dshs.state.tx.us.

Sincerely,

Carol Haynes-Buchanan, MAHS, CTCM, PMP
Director of Contract Oversight and Support
Department of State Health Services

Enclosure

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICE ENTERPRISE agency
DEPARTMENT OF STATE HEALTH SERVICES ("HHS")
AND
HIDALGO COUNTY ("Contractor")

"Attachment A"

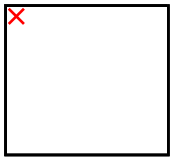
Contract Number 537-16-0127-00001 (Remote Birth Access Contract) serves as "Attachment A" to the Data Use Agreement (DUA).

SPECIAL MEETING - May 10, 2016

BE IT REMEMBERED, that on this 10th day of May A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE EDUARDO "EDDIE" CANTU	**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-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 10, 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 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 in attendance.

2. **Pledge of Allegiance**

   Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. **Prayer**

   Mr. Domingo Villarreal led the courtroom in Prayer.

4. **Approval of Consent Agenda**

   The court move to approved the consent agenda for the exception of Items.2.X.,2.CC., 10.B., 10.O., & 10.DD. to be pulled for discussion.

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

   A. AI-54514 Recognizing the heroic actions of Abel and Robert Perez. The father and son team rescued two teenagers from drowning at South Padre Island on Saturday, April 30, 2016.

   B. AI-54238 Proclamation declaring May 2016 as Mental Health Month in Hidalgo County.

   C. AI-54510 Proclamation in honor of National Hospital Week, May 8 through May 14, 2016

   D. AI-54513 Proclamation recognizing the week of May 8, 2016 as Economic Development Week in Hidalgo County.

6. **County Treasurer - Norma Garcia:**

   A. AI-54491 Presentation & update of County's retirement system by Texas County & District Retirement System (TCDRS).

7. **Constables:**

   A. AI-54356 Constable Precinct No. 1:
   Discussion, consideration, and approval to appoint John Paul Sauceda as Deputy Constable (Sergeant grade) by Constable Celestino Avila Jr, Constable Precinct 1 in accordance with Texas Local Government Code Section 86.011.

   B. AI-54331 Constable Pct. 3 (1220):
   1. Approval of certification of revenues as certified by the County Auditor for the 2016 LEOSE Funds for Constable Pct. 3
   2. Approval of the appropriation of the 2016 LEOSE funds for the Constable Pct. 3 Department in the amount of $1,900.33.

   C. AI-54348 Constable Precinct 4:
   Discussion, consideration, and approval for Hidalgo County Constable Precinct 4 to enter into an Interlocal Cooperation Agreement with Hall County for the purposes of TLETS/NLETS access on their COPSync message switch.

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

B. AI-54465 Approval of BlueCross BlueShield Benefit Program Application to apply a $250 penalty for employees who fail to compare costs of MRI and CT scans on the new BlueCross BlueShield benefit, Benefit Value Advisor (BVA), approved by Commissioner's Court on 9/29/15 AI-51266 which took effect 1/1/16. Penalty, if approved by Commissioners Court, will be applied effective July 1, 2016.

C. AI-54454 Various Departments (1285/1284/1100):
Approval of the revised salary schedule, effective 04/04/16.

D. AI-54434 Approval to submit request for funds (unclaimed capital credits) from Texas Comptroller of Public Accounts as authorized under Section 74.602 of the Texas Property Code, with authority for County Judge to sign the letter request.

E. **Budget Appropriations:**

1. AI-54445 Supplemental Court Guardianship (1250):
Approval of 2016 appropriation of funds in the amount of $50,000.00 to fund legal services.

2. AI-54388 Pct 4 Russell - M17 1/2(Canal-Ware) (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance in the amount of $345,881.00 to fund Pct 4 Russell Road Project.

F. **Interfund transfers:**

1. AI-54481 COPS Retention (1284):
Approval of 2016 interfund transfer from Sheriff's Office (1100) to COPS Retention (1284) in the amount of $1,284.56 to fund a deficit in salary and fringe benefits.

21. **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-54459 Presentation of sole lowest responsible bid received [meeting all specifications and/or requirements] for the purpose of award and approval of contract document for project titled: Hidalgo County- "Maintenance & Repairs for Elevators Located in County Owned Buildings:" through RFB No.: 2016-074-05-10-SMA.

2. AI-54477 A. Requesting acceptance and approval of an "Amendment" to Sole Source Declaration for COPsync, Inc. to clarify and reflect the provision of "Turnkey Solutions" (i.e. any/all equipment, parts, incidentals, accessories and installation of same) through the life term of the declaration (all funding sources);
B. Acceptance and approval to process of Requisition #294062 into a Purchase Order as it qualifies under the Amended Sole Source Declaration for COPsync.

3. AI-54162 Acceptance and approval of Sole Response received and meeting all specifications and / or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Extraction Of Water Services (DeWatering)" through project No.: 2016-134-03-30-FAZ.

B. **Pct. 1**

1. AI-54475 Approval to exercise the option to renew/extend for a one (1) year extension (as permitted in contract) with Southern Star Transport, LTD, under the same terms and conditions for "Hauling Services for Millings" - Precinct #1.

C. **Pct. 2**

1. AI-54543 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for Pct No. 2 Projects (on as needed basis).

	CDS MUERY	QUINTANILLA, HEADLEY & ASSOC	R.O.W. SURVEYING SERVICES
SCORE	96	94	95
RANKING			

4. AI-54423 A. Recommendation by project architect Mata & Garcia Architects, LLC, to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, Gomez Paving, LLC, dba, South Texas Paving of Mission, TX, in the total amount of $150,900.00 for project -Hidalgo County Precinct No. 4 -"Construction of Parking Lot at San Carlos CRC and Sunflower Park -RFB No. 2016-115-03-30-MSS." subject to compliance with HB23 and/or HB1295 [when and/or if applicable];
B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Jesus "Jesse" Ozuna, to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

5. AI-54418 A. Recommendation by project engineer, Raul E. Sesin, PE, to award the Base Bid and Alternates #1, #2, #3, #4, #5 and #6 to the responsible vendor submitting the lowest and best bid meeting all specifications, **Texas Cordia Construction, LLC** of Edinburg, TX, in the total amount of **$345,880.39** for project (base bid and alternates 1 thru 6) - "**Hidalgo County Precinct No. 4 - Mile 17 1/2 Road Paving & Drainage Improvements: - RFB 2016-120-04-27-MSS/YZV"** subject to compliance with HB23 and/or HB1295 [when and/or if applicable];

B. Pursuant to TXLCG 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Jesse Ozuna, [unless otherwise voiced/announced by Commissioner Palacios] to execute change orders that involve 'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits. The original contract price may not be decreased by 18% or more without the consent of the contractor.

6. AI-54424 Approval to exercise the option to renew/extend for a one (1) year extension (as permitted in contract) with Roy's Hauling Service, Inc., under the same terms and conditions for; "Hauling Services for Hot Mix" - Precinct 4.

E. **Health & Human Services Dept.**

1. AI-54441 A. Requesting exemptions from competitive procurement requirements under Tx Local Government Code, Chapter/Section, 262.024 (a)(2)&(4), to protect the health and safety of the residents of the county and a professional service;

B. Acceptance and approval of a short term 120 days contract with **Ivan G. Melendez, M.D**., for the provision of Physician Services (TB Clients) for the Hidalgo County's Department of Health and Human Services and subject to HB-1295 and/or HB23 when and/if applicable.

2. AI-54371 A. Presentation and action in connection with the sole response received for RFP No. 2016-076-04-13-YZV - "Registered Pharmacist Services" for the purpose of Hidalgo County Commissioners' Court ranking as "qualified" [meeting the criteria] in order to continue to the next phase (i.e. negotiation) of the proposal process;

B. Requesting authority for Purchasing department to negotiate with the sole "qualified" proposer _____ in order to finalize a contract for consideration and award including compliance with HB23 and/or HB1295 if and when applicable.

F. **Tax Office**

1. AI-54374 Presentation of Sole Bid received (as detailed in tabulation sheet contained herein) for the purpose of award and approval of contract document, meeting all specifications and/or requirements for project titled: Hidalgo County Tax Assessor/Collector-"Printing and Mailing of 2016 & 2017 Tax Statements and Envelopes" through RFB No.: 2016-059-04-20-SGS

G. **Sheriff's Office**

1. AI-54450 Requesting authority to purchase through our membership/participation with (DIR) Department of Information Resources contract DIR-SDD-1951 the following; (60) Dell Latitude E5550/5550 CTO (77) OptiPlex 9020M (77) Dell 22" Monitors (77) Dell OptiPlex Vertical Stand System Desk (35) Dell OptiPlex Micro Console Enclosure In the total amount of $116,860.00 subject to compliance with HB23 and/or HB1295 when and or if applicable.

H. APPROVED **County Clerk**

1. AI-54486 Requesting approval of **Data Use Agreement (DUA)** between the **Texas Health and Human Services Enterprises** and **Hidalgo County commencing with County Clerk** to: facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

22. **Open Forum**

23. **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

AI-57722 **Closed Session** **25. C.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - matter involving joint real estate sale by the County of Hidalgo, City of Edinburg, Edinburg EDC and others

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 12/08/2016 12:00 PM

Final Approval Date: 12/08/2016

AI-57738 **Closed Session** **25. D.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 12/08/2016 04:15 PM

Final Approval Date: 12/08/2016

AI-57721 **Open Session** **27. C.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - matter involving joint real estate sale by the County of Hidalgo, City of Edinburg, Edinburg EDC and others

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 12/08/2016 11:59 AM

Final Approval Date: 12/08/2016

AI-57739 **Open Session** **27. D.**

CC - REGULAR

Meeting Date: 12/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 12/08/2016 04:15 PM

Final Approval Date: 12/08/2016