AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
July 25, 2017
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners Court will be held 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. **HIDTA - Task Force:**

A. **AI-60641** Requesting approval for County Treasurer to process payment for fuel reimbursement in the amount of $30.00 for TFA Rodrigo Sampayo after auditing procedures are completed by County Auditor. TFA Rodrigo Sampayo paid for fuel expense with personal credit card due to Hidalgo County Card not working properly.

6. **Constable Pct. #2:**

A. **AI-60670** Requesting approval to accept and approve the "Public Purpose" [pursuant to Texas Constitution, Article 3, Section 52] served for the request to purchase promotional items. Item's needed to be purchased through current term such as but limited to table clothes, banners, pens, pencils and etc., as these items will be useful to inform, relate progress, educate and report important information to our constituents on aspects of numerous projects, programs and events.

B. **AI-60698** Discussion, consideration, and approval to appoint Alfredo Meza Jr. as Deputy Constable by Constable Martin N. Cantu in accordance with Texas Local Government Code Section 86.011.

C. **AI-60672** Requesting for Commissioners Court to accept and approve the " Public Purpose" [pursuant to Texas Constitution, Art 3, Section 52] served for the request to purchase "picture frames" to be used for public displayed at the Hidalgo County Constable Pct. 2 Office Lobby, requisition #00345109 for the amount of $66.73.

7. **Constable Pct. #3:**

A. **AI-60803** 1. Discussion, consideration, and approval for Hidalgo County Constable Pct. 3's continued participation in Texas 1033 Surplus Property Program.
2. Authorization and approval for County Judge, as authorized official, to sign required documents.
3. Authorization and approval to participate, select and receive equipment under Texas 1033 Surplus Program, with selection list to be submitted prior to receipt.

B. **AI-60834** Requesting approval to purchase promotional items under "Public Purpose" to include but not limited to: pencils, notebooks, school boxes, activity books, cinch bags, and badge stickers. These items will be used to inform, relate progress, educate and report information to our constituents on aspects dealing with public safety and education.

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

A. **AI-60662** Discussion,consideration and action to extend the deadline of tax refund request, provided by Subsection(c) for the following, pursuant to Section 31.11 of Property Tax Code Subsection(c-1)

Account Number	Payer	Amount	Years
N3400.00.000.2162.32	Gustavo Ybarra	$2,300.94	2011-2012

B. **AI-60673** Approval of Amendment to Interlocal Cooperation Agreement for Tax Assessment and Collection for the following entities:
Hidalgo ISD, La Joya ISD,South Texas College, Sharyland ISD, Mercedes ISD, Progreso ISD, McAllen ISD, Edinburg CISD, Donna ISD, Valley View ISD, P.S.J.A. ISD, City of Alamo, City of Edcouch, City of Mission, City of Hidalgo, Sullivan City, City of Alton, City of Weslaco.

9. **Sheriff's Office:**

A. **AI-60697** 1. Approval of Inter-Local Cooperation Agreement between the City of Mission, City of McAllen, City of Palmhurst, City of Alton, Hidalgo County, Texas, concerning implementation of the Mission Police Department First Offender Program.
2. Authorization for County Judge and County Sheriff to sign Inter-Local Agreement for First Offender Program

B. **AI-60676** 1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of appropriation of funds in the Jail Commissary account for the amount of $45,211.70.

C. **AI-60684** 1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of appropriation of funds in the Jail Commissary account for the amount of $236,350.00.

10. **Executive Office:**

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

B. **AI-60751** Request by CEF of Rio Grande Valley Chapter to utilize the pavilion at JR Milo Ponce Park on August 4, 2017 from 5-6:30pm

11. **Human Resources:**
Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments (if applicable) for personnel items listed

A. **AI-60729** Status update on the Classification and Compensation Pay Plan project.

B. **AI-59719** Precinct 1 Road & Bridge (1200) / General Fund (1100):
1. Approval to rescind the following action previously taken by Commissioners Court on 01/10/17; AI-57924 Item #3.B., discussion, consideration, and approval of changes in funding source to various positions,as per the attached Exhibit A.
2. Approval to reverse transfer amounts related to rescinded personnel actions.

C. **AI-60786** Precinct 1 Road & Bridge (1200) / General Fund (1100):
1. Approval of various personnel related changes as per attached Exhibit A, effective the next pay period of 08/07/17.
2. Approval of various transfers.

D. **AI-60747** District Attorney - HIDTA CH 59 (1251):
1. Discussion, consideration, and approval of the following personnel actions, effective next full pay period of 8/07/2017:

Action	Dept. / Program	Slot #	Position Title	Proposed Budgeted Salary
Create	270-011	G041	Criminal Investigator II	$61,800.00

2. Approval of intradepartmental transfer.

E. **AI-60778** Pct. 2 Road Maintenance (1200):
Approval, discussion and consideration of the following personnel actions effective next full pay period of 8/07/2017:

Action	**Dept./Program**	**Slot #**	**Current Position Title**	**Proposed Position Title**
Position Title Change	122-006	0101	Coordinator III	Compliance Monitor

F. **AI-60779** Discussion, consideration and approval for Hidalgo County Office of the County Judge to appoint Maria del Carmen Treviño as a volunteer/intern under Hidalgo County Office of the County Judge for the period of July 31, 2017 to August 18, 2017.

12. **Urban County:**

A. **AI-60837** "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of Precinct No. 2 is requesting authority to purchase furniture for the Community Resource Center (CRC) Youth Facility Project. Purchase will be made from K-Log, Inc. (contract # 503-16) through Hidalgo County's membership/participation with Buyboard. The total amount of purchase is $19,072.98 (quote attached) funded thru UCP FY 29 (2016) Other Public Facilities funds.

B. **AI-60646** 1. "Subject to: HB 1295 Compliance." Urban County Program on behalf of the City of La Villa is requesting approval of a best and final negotiated contract for professional engineering services with LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services, in the amount of $76,040.00 utilizing CDBG FY 26 & 27 (2013 & 2014) La Villa Water/Sewer Improvement funds.

2. Approval of Work Authorization No. 1 for LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services in the amount of $76,040.002. Approval of Work Authorization No. 1 for LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services in the amount of $76,040.00

C. **AI-60739** Subject to HB 1295 Compliance, Urban County Program, on behalf of Hidalgo County Precinct No. 1, is requesting approval of a best and final negotiated contract in the amount of $10,710.97 with Raba Kistner, Inc. for geotechnical and construction material testing services for the Delta Area Connector/East Lateral Project (Phase II) funded by the General Land Office (GLO).

D. **AI-60767** Public Hearing regarding the FY 2017-2018 Hidalgo County Urban County Program's One Year Action Plan for Program Year (30).

E. **AI-60711** Subject to Compliance with HB 1295, and receipt of TXDOT permit for FM 494, requesting consideration and action to award and enter into a construction contract with GNH Company, LLC in the amount of $153,239.75 UCP Fiscal Year 29 (2016) City of Granjeno -Street Improvement funds will be utilized.

F. **AI-60766** Requesting approval of the Amended Hidalgo County Urban County Program Citizen Participation Plan.

G. **AI-60777** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.
2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering

firms from the county's approved "pool" as graded and evaluated by the City of Alamo, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) City of Alamo – Water/Sewer Improvement funds.

Professional Service Firm	Grade	Ranked
Quintanilla, Headley and Associates, Inc	88.67%	
R. Gutierrez Engineering Corporation	88.33%	
R.E. Garcia and Associates	86.33%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 29 (2016) City of Alamo – Water/Sewer Improvements project.

H. **AI-60771** Approval of a Resolution authorizing the County of Hidalgo Urban County Program to submit its FY 2017-2018 Annual Action Plan (Year 30) to the U. S. Department of Housing and Urban Development (HUD) and authorize the County Judge to sign any and all documents related to funding.

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

A. **Health Care Funding District:**

1. **AI-60695** Approval to serve as the Primary Service Delivery Area (SDA) Liaison for the Uniform Hospital Rate Increase Program (UHRIP).

2. 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

14. **Emergency Management:**

A. **AI-60801** Discussion, consideration and approval of the Memorandum of Understanding between the County of Hidalgo and the Food Bank of the Rio Grande Valley, Inc. for donation management services.

Authorization and approval for the Hidalgo County Judge to sign the Memorandum of Understanding.

B. **AI-60800** 1. Authorization and approval to appoint Donations Coordinator for Annex T of the Emergency Management Plan.
2. Authorization and approval for the Hidalgo County Judge to sign the letter of appointment.

15. **Community Service Agency:**

A. **AI-60847** Discussion, consideration and approval of short-term loan to Community Service Agency to be repaid from the Texas Veterans Commission Grant reimbursement.

B. **AI-60835** Division, consideration and possible approval of amendment No.2 of the Comprehensive Energy Assistance Program contract #58170002587 between Texas Department of Housing and Community Affairs (TDHCA) and Hidalgo County Community Service Agency (HCCSA), (pending legal review) with authorization for Jaime Longoria to electronically sign any and all pertinent documents.

C. **AI-60836** Division, consideration and possible approval of amendment No. 2 of the Community Service Block Grant Program contract #61170002636 between Texas Department of Housing and Community Affairs (TDHCA) and Hidalgo County Community Service Agency (HCCSA), (pending legal review) with authorization for Jaime Longoria to electronically sign and all pertinent documents.

16. **IT Department:**

A. **AI-60691** Facilities Management:
Authorization and approval to purchase new wireless service through the County's membership/participation through CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:
13	Data Service for iPads	Office Use	4G Mobile Broadband Unl. @ $37.99 each per month

17. Elections Administration:

A. AI-60881 Discussion, consideration and action but not limited to Election updates.

B. AI-60599 1. Discussion, consideration and approval to increase the wage rate to the Poll Workers (Election Judge, Alternative Judge/Clerk) as follows:

Title	Current Wage Rate (Non-Training)	Proposed Wage Rate (Non-Training)
Alternative Judge/Clerk	$ 10.10 per hour	$ 12.00 per hour
Election Judge	$ 12.00 per hour	$ 14.00 per hour

2. Discussion and consideration to increase the training rate for Election Judges and Alternative Judges/Clerks.
3. Approval to increase the training rate to $_____ for Election Judges and Alternative Judges/Clerks. This wage increase does not apply to elections conducted by Political Parties. Contractual Election Service Agreements will reflect the hourly rate if accepted.

Title	Current Wage Rate (Training)	Proposed Wage Rate (Training)
Election Judge, Alternative Judge/Clerk	$ 7.00 per hour	$ _____ per hour

4. Discussion, consideration and approval to adopt policy in which Hidalgo County Elections Department will not pay training to those individuals that fail to work during the upcoming Election period.

18. Head Start Program:

A. AI-60757 Discussion/Approval to Enter into a Memorandum of Understanding (MOU) between Weslaco Independent School District and Hidalgo County Head Start Program for the Implementation of the School Readiness Partnership Model (SRPM) to be conducted at Roosevelt Elementary School.

B. AI-60758 Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Space for the Mission (Granjeno) Area where a Head Start Building is Located

C. AI-60759 Presentation for Discussion, Consideration and Approval to Enter into a Memoranda of Understanding (MOU) between Hidalgo County Head Start Program and the Entities Listed on the Attached List

D. **AI-60760** 1. Requesting Exemption from Competitive Bidding under the Texas Government Code 262.024 for Professional Services to Provide Medical/Dental, Mental Health, Speech Interpreting Services
2. Presentation of Responses Received for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process Negotiating Contracts

Medical/Dental RFQ#2017-002-04-28	
Nuestra Clinica del Valle, Inc. (Medical/Dental)	
Dr. Bose, Industrial and Family Medicine, PLLC dba Industrial Health Works	
Ashley Pediatric Day & Night Clinic	
Mental Health RFQ#2017-003-04-28	
Amando O. Gonzalez	Therapy Express Children's Rehabilitation Center, LLC
Speech Interpreting Services RFQ#2017-004-04-28	
Amy Jane Hermansen dba Sign Language Services	Sign Language Interpreters, LLC

3. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel for all the Professional Service Providers as Requested through the Hidalgo County Head Start Program's RFQs for said Services and as Detailed Above Attached Hereto

19. **Planning Department:**

A. **AI-60775** 1. **Preliminary Approval**
a. Fuentes Legacy Subdivision- Pct. 1 (Antonia & Efrain Fuentes, Owner) (Black Street & Adam Street)
No. of Lots: 2 Single Family
Flood Zone: X
Drainage: Yes, Drainage will be detained within the property by existing natural flow into Road Side Ditch.
ETJ: Yes, approved by the City of Weslaco.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Black Street.

b. Speedy Gonzalez Acres Subdivision- Pct. 1 (Jose M. & Esmeralda Gonzalez, Owner) (Mile 2 ½ East Road & Mile 9 North Road)
No. of Lots: 5 Single Family
Flood Zone: X
Drainage: Yes, Drainage will be detained within the property by existing natural flow into Road Side Ditch.
ETJ: Yes, approved by the City of Mercedes.

Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Mercedes
Paved: Yes, Mile 2 ½ East Road.

c. Las Comadres No. 4 Subdivision- Pct. 3 (Carlos G. Leal, Jr., Owner) (Western Road & Mile 3 Road)
No. of Lots: 50 Single Family
Flood Zone: X
Drainage: Yes, Storm Sewer System discharging to an existing drainage basin owned by the HCDD#1.
ETJ: Yes, approved by the City of Mission.
Water: Yes, provided by Agua S.U.D.
Sewer: Yes, OSSF
Paved: Yes, Western Road and 3 proposed internal streets.

20. Precinct #1 - Comm. Fuentes:

A. AI-60840 Resolution in honor of Weslaco professional boxers Omar and Brandon Figueroa, after back to back wins in the ring against formidable opponents in nationally broadcast matchups on Saturday, July 15, 2017.

B. AI-60858 Requesting approval to appoint member(s) to the following boards:
1. Hidalgo County Subdivision Advisory Board
2. Board of Building Line Adjustments

C. AI-60824 Right of way permit - Valdez Plumbing
Requesting approval of proposed open cut on Mile 11 North & Mile 1 1/2 West to install sewer tap from south side of Lot #76 - La Lomita Drive in La Mesa Subdivision (Mercedes, Texas)

21. Precinct #2 - Comm. Cantu:

A. AI-60827 1. Authority to rescind action taken by Commissioners Court on June 13, 2017 (AI-60260) due to correction of project name.
2. Requesting approval of Interlocal Cooperation Agreement between the City of McAllen and the County of Hidalgo, Texas, concerning new roadway construction to extend Military Highway from 10th St. to Jackson Road.
3. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project concerning new roadway construction to extend Military Highway from 10th St to Jackson Road.

B. **AI-60816** Receipt, review, and approval of closing documents for the purchase of Parcel 1 for Pct 2 Dicker Road Project with authority for the Co Judge and or Executive Officer to sign closing documents.

C. **AI-60542** Approval of Economically Disadvantaged County (EDC) Program Application and Affidavit for Pct 2 Dicker Road (SP115 to FM2061) Rd Project - CSJ: 0921-02-312 with authority for the County Judge to sign all required documentation.

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

A. **AI-60793** TXDOT - Pct. 3:
1. Approval to submit the Economically Disadvantaged County (EDC) Program Application and Affidavit for the FM 676, from 364, East to SH 107, CSJ:1064-01-032, with authority for County Judge to sign all required documentation.
2. Approval to submit the Economically Disadvantaged County (EDC) Program Application and Affidavit for the FM 494, from Mile 3 N to Mile 5, CSJ:0864-01-069, with authority for County Judge to sign all required documentation.

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

A. **AI-60768** Approval of Resolution of Support for designation of Mile 5 Road (Auburn Road) as FM 676 as per TXDOT's request

B. **AI-60781** Approval for County Judge to sign the Right-Of-Way certification forms for the 10th Street (from SH 107 to FM 1925) project 100% PS&E package submittal to TxDOT.

24. **Budget & Management:**

A. **AI-60727** Presentation and discussion of 2018 Budget Status Report

B. **AI-60790** Consider and approve an order authorizing the issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2017; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed $1000) from the surplus net revenues from the operation of the County’s parks as authorized pursuant to Chapter 320, Local Government Code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon;

authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.

C. **AI-60791** Approval of cost of issuance budget for Certificates of Obligation, Series 2017.

D. **AI-60689** Health Department (1293):
Authorization and approval to de-obligate $142,446.00 from program 069 (ELC) and reallocate funds into program 072 (VC).

E. **AI-60710** TXDOT Pct 3 - La Homa(SH495-FM1924) (1315):
Discussion and action to authorize Valde Guerra, County Executive Officer, to sign certification of Tabulation of Utility Adjustments (SUP) for FM364 ROW CSJ 2966-01-012.

F. **AI-60825** TXDOT-Pct 1 CR 229 BR-M17½ Rd. (1315):
Concurrence of Change Order #7 as submitted by TXDOT for CR 229 Bridge (Mile 17 1/2) at Drain Ditch, CSJ#0921-02-290, with authority for County Judge to sign TXDOT Form 2146-AFA.

G. **Budget Appropriations:**

1. **AI-60555** CO 2009 BC - Pct 3 (1341):
Approval of 2017 appropriation of funds into CO 2009 BC - Pct 3 in the amount of $1,436.95 to fund anticipated expenditures.

2. **AI-60679** Constable Pct. 3 (1285):
A. Approval of certification of revenues by the County Auditor.
B. Approval of appropriation of funds.

3. **AI-60561** Approval of appropriation and interfund transfer from Capital Project - Capital Outlay (Fund 1301) to General Fund Co.Wide Adm-Contingency (Fund 1100) in the amount of $53.55.

25. **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 FORWARDED 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-60703 A. Presentation of the negotiated agreement for the provision of Project/Program Management Services in connection with the design and construction of a New Hidalgo County Courthouse between Hidalgo County and JACOBS Project Management Co. including any specific details, exceptions, modifications, additions and/or deletions request by CC and subject to final legal review and compliance with all requirements of the contract;

B. Restatement of the original presentations made by two [2] architectural firms of HDR & HOK to HCCC in connection with the Design and Construction of a New Hidalgo County Courthouse for the purpose of completing the aspect of the process of scoring/grading/evaluating the firms for ranking and thereafter commence negotiations for an engagement letter.

2. AI-60675 A. Approval of the sixty (60) day grace period extension [as provided under E-16-311-08-09] with Martin & Margarita Pena dba Delta Specialties Signs & Supply for the provision of "Traffic Road Signs & Other Related Miscellaneous Equipment" under the same rates, terms and conditions, so as to have no lapse in services while the procurement is completed and subject to compliance with HC 1295 if and when required.

B. Requesting approval to reject bids received for project titled: " Traffic Road Signs & Other Related Miscellaneous Equipment" through project RFB 2017-062-05-10-YZV so as to proceed to modify specifications and/or requirements;

C. Requesting authority to advertise with approval of "Draft RFB procurement packet (i.e., legal notice, specifications - requirements, draft requirements agreements etc.,) as attached hereto for: Hidalgo County-All funding sources) for: "Traffic Road Signs & Other Related Miscellaneous Equipment" - RFB 2017-207-08-16-YZV including the re-advertising of project if/when still necessary and/or required.

B. Executive Office

1. **AI-60817** Requesting authority to enter into an agreement with SWAGIT Productions, LLC under CO-OP Contract TIPS #160901 in the amount of $11,940.00 for the Live Streaming Services of Commissioner's Court, archiving, all of your bandwidth and storage needed for the term covering Aug. 2017-July 2018. under requisition # 346882 as no document other than an Purchase Order is required by vendor and subject to compliance with form 1295 if/when necessary.

2. **AI-60674** A. Requesting exemption from competitive bidding requirement, Texas Local Government Code, 262.024 (a)(7)(A), proprietary software.

   B. Pursuant to exemption approved, requesting authority to enter into a 48-month maintenance agreement between "DESTINY SOFTWARE, INC." and Hidalgo County, Texas for agenda quick software license & service in the total amount as listed:
   1. $3,800 – Beginning October 1, 2017
   2. $4,200 – Beginning October 1, 2018
   3. $4,200 – Beginning October 1, 2019
   4. $4,500 – Beginning October 1, 2020

3. **AI-60586** A. Requesting exemption from competitive bidding requirements, under TxLGC Chapter 262.024 (a)(4), a personal services;

   B. Acceptance of the proposed scope of services and fee schedule from Sally Gavlik,dba, P/R & S, LLC with authority to enter into a personal services contract [drafted by Hon. S. Crain] subject to compliance with insurances and Form 1295 if and when applicable .

C. Pct. 1

1. **AI-60773** A. Acceptance and approval of an Interlocal Cooperation Agreement between County of Hidalgo, the City of Alamo and City of Donna for the provision of joint efforts for the reconstruction of Whalen Rd commencing at Business 83 and terminating at the access road to U.S. Expressway 83;
   B. Requesting approval of the First Amendment Interlocal Agreement with the City of Alamo and City of Donna, resulting in:
   1. Project to consist of two portions, "North portion" and "South portion";
   2. Decrease in the cost of the material for road paving;

2. AI-60302 A. Requesting approval of final negotiated Professional Services Agreement with Millennium Engineers Group, Inc. as it relates to Geo-Technical and Construction Material Testing (On-Call) Services for Precinct No. 1 Projects and subject to legal counsel's final review and vendor's compliance with insurance requirements;

B. Pursuant to HCCC approval of Professional Services Agreement with Millennium Engineers Group, Inc., requesting approval of the following as it relates to On Call Construction Materials Testing Services and subject Caption A [above & herein] execution:
1. Work Authorization No. 1 in the amount of $12,842.00 for Mile 3 East Road Improvements;
2. Work Authorization No. 2 in the amount of $11,863.50 for Whalen Road Improvements.

D. Pct. 2

1. AI-60849 a. Acceptance and approval of Work Authorization No. 6 (with an estimated cost of $1,076.79) as submitted by project engineer, B2Z Engineering LLC, to provide asbestos testing services for the demolition of the Pct 2 Palmer Pavilion Facility, through Contract #C-16-326-08-23;

b. Pursuant to contract with B2Z Engineering, LLC (Article 12), a request for approval by engineer, to permit the subcontracting of AAMECC LLC, in connection with C-16-326-08-23, Work Authorization No. 6 for the Pct 2 Palmer Pavilion Renovation Project.

2. AI-60843 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 2 Projects (on an as needed basis):

	Terracon Consultants, Inc.	Earth Co.	Personal Service Industries, Inc. (PSI)
Evaluator #1	97	95	94
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement commencing with the No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Pct. 2 .

3. AI-60687 a. Approval of Final AIA Document A 101 form of agreement & form A 201 subject to legal review] between Hidalgo County-Owner and NM Contracting, LLC-Contractor for the construction of the "County Wide Service Shop" located in Pct. 2 including authority for project architect, Nassari-Warren Group Architects, Inc., to issue and send formal Notice to Proceed;

b. Requesting approval to rescind action taken on 6/27/17 (AI#60412-B.) regarding: "Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Armando Garza, Jr., 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".

c. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Armando Garza, Jr., to execute change orders that involve ...'an increase or decrease in cost of $10,000.00 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".

4. AI-60682 Approval of payment for Invoice #003 in the amount of $862.40 for professional services, submitted by project architect, The Warren Group Architects Inc. through Contract C-15-159-09-15 for the Countywide Mechanic Shop Facility Project.

E. Pct. 3

1. AI-60733 Approval to purchase Three (3) 2017 CPS Steel End Dump Trailers through the County's membership/participation with TASB-BuyBoard Cooperative Purchasing Program's awarded vendor-Cleveland Mack Sales DBA Performance Trailer for Commissioner Pct. 3 (Contract# 516-16 Exp: 11/30/2019) through requisition# 346439 in the amount of $124,080.00.

F. Pct. 4

1. **AI-60812** Request by Pct. #4 to authorize the publication of sealed bids for the construction of the 10th Street Project with procurement packet along with Plans, Specifications & Estimates [PS&E] developed/drafted through project architect, L&G Engineering and subject to TxDOT approval prior to release of bid packets.

2. **AI-60794** Acceptance and approval of *Change Order No. 5* to [*extend the term an additional six (6) days]* with in connection to agreement #C-16-145A-07-19 with RG Enterprises, LLC. dba, G&G Construction as [*reviewed/recommended by project architect Mata-Garcia Architects, LLP*] for ongoing project: ["Landscape/Structural and Irrigation Construction for the San Carlos CRC"] in Precinct 4 and subject to HB1295 when and if applicable.

3. **AI-60713** A. Recommendation to take action to "cease" negotiations with the number one [#1] ranked firm, Milnet Architectural Services, PLLC in connection with the "Design and Construction of Brewster Park" (located near intersection of U.S. 281 and FM 1017 in Edinburg, Texas) within Hidalgo County Precinct No. 4 as original budget has been significantly reduced and ILA between Hidalgo County Pct. 4 and Edinburg CISD expired on 06-01-17;

   B. Approval to send official notice to the other two ranked firms of the circumstances preventing the moving forward of this project.

4. **AI-60560** Requesting authority to reject bids received for the J.R. Milo Ponce Memorial Park Improvements thru RFB: 2017-173-06-28-TDL, and that the project be re-advertised at a later date with revised specifications as requested by Commissioner Pct. 4.

G. Constables

1. **AI-60749** Acceptance and approval for payment of the listed invoices for Constables Pct. 1 and Pct. 3 from Lexis Nexis with authority for the Hidalgo County Treasurer, Hon. Norma G. Garcia to issue payment after review and Auditors processing procedures are completed:
   a. Inv. 20161130S in the amount of $582.42
   b. Inv. 20161231S in the amount of $582.42
   c. Inv. 20170131S in the amount of $582.42
   d. Inv. 20170228 in the amount of $582.42
   e. Inv. 20170331 in the amount of $582.42
   f. Inv. 20170430 in the amount of $582.42

H. Health & Human Services Dept.

1. AI-60806 a. Presentation of scoring grid for the purpose of ranking by Commissioners' Court, responses received in connection with the Request for Proposals for "Online Pharmacy Billing Services" - RFP No.: 2017-149-06-21-HGO.

Participant	Average Score	Ranked
HEB	95.8	
CITIZENS	90.4	
IPM	89.4	

b. Authority for Purchasing Department to commence negotiations with the number one ranked participant _____ in order to finalize a contract for the provisions of Online Pharmacy Billing Services for Hidalgo County Health & Human Services Department, including all applicable agencies and/or programs.

2. AI-60763 A. Requesting exemption from competitive bidding requirements under Local Government Code (262.024 (Section A)(2)) "An item necessary to preserve or protect the public health or safety of the residents of the county";

B. Requesting authority to enter into a Regional Insertion Order Agreement with approval to execute same with National CineMedia, LLC for the Hidalgo County Health & Human Services Department for: On Screen Regional segment advertisement "Theater Advertisement" from 08/11/2017- 9/28/2017 through requisition#346507 in the total amount of $16,216.00 for the purpose of providing Public Health Awareness Outreach Services as necessary to protect the health and safety of the residents of Hidalgo County.

I. Budget & Management

1. AI-60570 A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7);(A)"Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies"
B. Approval of a "Sole Source Declaration" for "Capital Strategies Consulting, Inc." for the purchase of CodePal Tool-Kit Inspection Software; including licenses, support service, training, maintenance and any present, future accessories to be used by Hidalgo County Fire Marshal's Office and other related Hidalgo County Law Enforcement

Agencies (all funding sources) with said declaration to remain in effect while product is needed and declaration is in place unless revoked by HCCC;
C. Approval for Hidalgo County Fire Marshal's Office to purchase the CodePal Tooll-Kit Inspection Software (includes software, database, and access key with definition of hardware access) in the amount of $24,540.00 [with an annual cost for each subsequent year of $4,040.00].
D. Authorization to renew maintenance and support services and annual licenses for the lifetime of the software.

J. Sheriff's Office

1. **AI-60591** Presentation of sole vendor submitting the lowest and best bid received from South Texas Communications, Inc., meeting all specifications/requirements for the purpose of award and approval of contract (but in no event to exceed the 50K statutory bid limit of 50K) for Request for Sealed Quotes project titled: " Repair-Installation & Removal of Communication & Radio Tower & Misc. Equipment" No.: 2017-177-06-19-SGS.

2. **AI-60531** Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of multiple award and approval of contracts for the Request for Bids titled: Hidalgo County Sheriff's Office-"Commissary Supplies for Hidalgo County Adult Detention Center Facility, aka, County Jail" through project No.:2017-063-05-10-SMA.

K. Co. Wide

1. **AI-60606** Recommending to award primary & secondary vendors [submitting the lowest and best bids as Primary Vendor-Waukesha Pearce Industries LLC. and Secondary Vendor-Holt Texas including approval of contracts to same for RFB No. 2017-150-07-05-TDL "Service Repair & Maintenance of County Generators", subject to compliance with HB1295.

2. **AI-60600** Presentation of the sole responsible vendor, Terra Firma Materials submitting the lowest and best bid [meeting all specifications and/or requirements as detailed in the supporting documentation contained herein] for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Purchase of Sand and Bedding Materials" through project No.: 2017-147-06-06-FAZ.

26. **Open Forum**

27. **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-60736** Claim of Crystal Meza

D. **AI-60822** EEOC Charge No. 451-2017-01167; Leticia Martinez Rodriguez v. County of Hidalgo

E. **AI-60861** Potential Litigation related to possible causes of action against drug manufacturers and/or distributors of opioids

28. 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)

29. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-60738** Claim of Crystal Meza

D. **AI-60823** EEOC Charge No. 451-2017-01167; Leticia Martinez Rodriguez v. County of Hidalgo

E. **AI-60862** Potential Litigation related to possible causes of action against drug manufacturers and/or distributors of opioids

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

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

32. **Adjourn**

AI-60641 **HIDTA - Task Force** **5. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Maria Del Rosario Gonzalez, HIDTA

Submitted By: Maria Del Rosario Gonzalez, HIDTA

Department: HIDTA

Information

CAPTION

Requesting approval for County Treasurer to process payment for fuel reimbursement in the amount of $30.00 for TFA Rodrigo Sampayo after auditing procedures are completed by County Auditor. TFA Rodrigo Sampayo paid for fuel expense with personal credit card due to Hidalgo County Card not working properly.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1252-412-00-270-012-0-626

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

BUDGETARY IMPACT:

Funds are available as of 7/7/17.

Attachments

Rodrigo Sampayo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/07/2017 11:27 AM
Ivan Cantu	Ivan Cantu	07/18/2017 08:42 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/07/2017 11:12 AM

Final Approval Date: 07/21/2017

Out of Pocket

5/11/17
@ 1906
Venados

3416

13.61
Gas-M
$30.00

Los Venados Country Store
34760 N Expressway 281
Edinburg, TX
(956) 318-1608

#001-901 5/11/2017 19:03:38 MARY C
Inv#:00355771 Trs#:357520

GATORADE CITRUS COOLER 28 OZ	$1.89 T1
DASANI WATER 20 OZ	$1.89 F
GASOLINE	$30.00
Net Sales	$33.78
Tax 1 [$1.89]	$0.12
TOTAL SALES	$33.90
SUB TOTAL	**$33.90**
Cash	$100.00
Change	$66.10
Item count	3

Thank you

HIDALGO COUNTY
HIDTA TASK FORCE

(2) [signature] DATE: 5/11/17
GOODS/SERVICES RECEIVED BY:

(2) [signature] DATE: 5/11/17
INVOICE RECEIVED BY:

(3) [signature] DATE: 5/30/17
APPROVE / DEPT HEAD

7-[illegible] 7619[illegible]
ACCOUNT NO.

ACCOUNT NO. PO#

ACCOUNT NO. PO#

2017 MAY 30 PM 3 25

PAYMENT ON 5/30/17

Hidalgo County H.I.D.T.A. Task Force

INTER-OFFICE MEMORANDUM

TO: Juan Sifuentes, Commander

FROM: Rodrigo Sampayo, Task Force Agent

SUBJECT: Reimbursement for fuel in the amount of $30.00

DATE: May 16, 2017

CC:

On May 11, 2017, TFA Rodrigo Sampayo attempted to fuel his assigned HIDTA unit with the issued Hidalgo County fuel card, but it was not accepted. TFA Sampayo had to utilize his personal money in the amount of $30.00 to fuel the HIDTA unit due to an active investigation.

TFA Sampayo is requesting reimbursement of $30.00 for the purchased fuel. Attached you will find the receipt.

Approved 5/16/17

P.O. Box 5719, McAllen, Texas 78502-5719 • (956) 381-0444 Fax: (956) 381-8722

HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY, TEXAS
PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, RODRIGO SAMPAYO hereby state that the item(s) listed on the invoice named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
00355771	5/11/2017	$30.00	LOS VENADOS COUNTRY STORE

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

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

SIGNATURE: _____

TITLE: CRIMINAL INVESTIGATOR

Before me SONYA I. LOPEZ, a Notary Public, appeared RODRIGO SAMPAYO his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. She further stated that she requested payment of the same.

Sonya I. Lopez
Notary Public, State of Texas
My Commission Expires:
June 15, 2019

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: JUAN SIFUENTES, COMMANDER

_____
APPROVAL: COUNTY AUDITOR

RECEIVED BY
COUNTY AUDITOR
2017 MAY 30 PM 3 26

Purchase Order
COUNTY OF HIDALGO

PO# 761952

DATE: 05/16/17

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 431591 REQ: 00342644

PHONE:

EMAIL:

SAMPAYO, RODRIGO
C/O HIDTA

SHIP TO: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

CONTACT: JUAN SIFUENTES (956)381-0444

SITE: HIDTA

CONTRACT NO:

SPECIAL INSTRUCTIONS: 110

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		
		VIN#8985		
1.00	EACH	RM REIMBURSEMENT TO RODRIGO SAMPAYO, TFA, USED HIS PERSONAL CREDIT CARED FOR FUELING HIS ASSIGNED HIDTA TASK FORCE VEHICLE A 2013 FORD F-150. (Hidalgo County Fuel card was not accepted)	30.00	30.00
		TOTAL:		30.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		7-1252-412-00-270-012-0-626 30.00		

Authorized by: Martha L Salazar

AI-60670 **Constable Pct. #2** **6. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Martin Cantu, CONSTABLE PCT. #2

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Requesting approval to accept and approve the "Public Purpose" [pursuant to Texas Constitution, Article 3, Section 52] served for the request to purchase promotional items. Item's needed to be purchased through current term such as but limited to table clothes, banners, pens, pencils and etc., as these items will be useful to inform, relate progress, educate and report important information to our constituents on aspects of numerous projects, programs and events.

BACKGROUND

All acquisition of promotional items and supplies will be through the requisition and purchase order system with need for proper funding of said expenditures.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-292-001-0-550

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

BUDGETARY IMPACT:

Department will use appropriate funding to make permitted expenditures.

Attachments

Legislative Art 3 Sec 52

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/11/2017 04:41 PM
Sergio Cruz	Sergio Cruz	07/11/2017 05:05 PM
Budget & Management	Veronica Ortiz	07/12/2017 08:53 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Norma Castrellon		Started On: 07/11/2017 04:25 PM
Final Approval Date: 07/21/2017		

Art 3 - Sec 52

Article 3 - LEGISLATIVE DEPARTMENT

Section 52 - COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS

(a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

(b) Under Legislative provision, any county, political subdivision of a county, number of adjoining counties, political subdivision of the State, or defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include, towns, villages or municipal corporations, upon a vote of two-thirds majority of the voting qualified voters of such district or territory to be affected thereby, may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof, as the Legislature may authorize, and in such manner as it may authorize the same, for the following purposes to wit:

(1) The improvement of rivers, creeks, and streams to prevent overflows, and to permit of navigation thereof, or irrigation thereof, or in aid of such purposes.

(2) The construction and maintenance of pools, lakes, reservoirs, dams, canals

and waterways for the purposes of irrigation, drainage or navigation, or in aid thereof.

(3) The construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof.

TEMPORARY TRANSITION PROVISIONS

(c) Notwithstanding the provisions of Subsection (b) of this Section, bonds may be issued by any county in an amount not to exceed one-fourth of the assessed valuation of the real property in the county, for the construction, maintenance, and operation of macadamized, graveled, or paved roads and turnpikes, or in aid thereof, upon a vote of a majority of the voting qualified voters of the county, and without the necessity of further or amendatory legislation. The county may levy and collect taxes to pay the interest on the bonds as it becomes due and to provide a sinking fund for redemption of the bonds.

TEMPORARY TRANSITION PROVISIONS

(d) Any defined district created under this section that is authorized to issue bonds or otherwise lend its credit for the purposes stated in Subdivisions (1) and (2) of Subsection (b) of this section may engage in fire-fighting activities and may issue bonds or otherwise lend its credit for fire-fighting purposes as provided by law and this constitution.

(e) A county, city, town, or other political corporation or subdivision of the state may invest its funds as authorized by law. (Amended Nov. 8, 1904; Subsecs. (a) and (b) amended and (c) added Nov. 3, 1970; Subsec. (d) added Nov. 7, 1978; Subsec. (a) amended Nov. 4, 1986; Subsec. (e) added Nov. 7, 1989; Subsecs. (a), (b), and (c) amended Nov. 2, 1999.)

Previous SectionHomeNext Section

AI-60698 **Constable Pct. #2** **6. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Martin Cantu, CONSTABLE PCT. #2

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Discussion, consideration, and approval to appoint Alfredo Meza Jr. as Deputy Constable by Constable Martin N. Cantu in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-292-001-0113

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

BUDGETARY IMPACT:

No fiscal impact.
The Salaries & fringes of the paid deputies have already been budgeted in the 2017 adopted budget.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/13/2017 03:36 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Norma Castrellon		Started On: 07/13/2017 03:24 PM
Final Approval Date: 07/21/2017		

AI-60672 **Constable Pct. #2** **6. C.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Martin Cantu, CONSTABLE PCT. #2

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Requesting for Commissioners Court to accept and approve the " Public Purpose" [pursuant to Texas Constitution, Art 3, Section 52] served for the request to purchase "picture frames" to be used for public displayed at the Hidalgo County Constable Pct. 2 Office Lobby, requisition #00345109 for the amount of $66.73.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-292-001-0-550

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

BUDGETARY IMPACT:

Funding available as of 07/13/17 through req # 00345109. Department will use appropriated funding for expenditures.

Attachments

Legislative Art 3 Sec 52

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/11/2017 04:54 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Norma Castrellon		Started On: 07/11/2017 04:43 PM
Final Approval Date: 07/21/2017		

Art 3 - Sec 52

Article 3 - LEGISLATIVE DEPARTMENT

Section 52 - COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS

(a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

(b) Under Legislative provision, any county, political subdivision of a county, number of adjoining counties, political subdivision of the State, or defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include, towns, villages or municipal corporations, upon a vote of two-thirds majority of the voting qualified voters of such district or territory to be affected thereby, may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof, as the Legislature may authorize, and in such manner as it may authorize the same, for the following purposes to wit:

(1) The improvement of rivers, creeks, and streams to prevent overflows, and to permit of navigation thereof, or irrigation thereof, or in aid of such purposes.

(2) The construction and maintenance of pools, lakes, reservoirs, dams, canals

and waterways for the purposes of irrigation, drainage or navigation, or in aid thereof.

(3) The construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof.

TEMPORARY TRANSITION PROVISIONS

(c) Notwithstanding the provisions of Subsection (b) of this Section, bonds may be issued by any county in an amount not to exceed one-fourth of the assessed valuation of the real property in the county, for the construction, maintenance, and operation of macadamized, graveled, or paved roads and turnpikes, or in aid thereof, upon a vote of a majority of the voting qualified voters of the county, and without the necessity of further or amendatory legislation. The county may levy and collect taxes to pay the interest on the bonds as it becomes due and to provide a sinking fund for redemption of the bonds.

TEMPORARY TRANSITION PROVISIONS

(d) Any defined district created under this section that is authorized to issue bonds or otherwise lend its credit for the purposes stated in Subdivisions (1) and (2) of Subsection (b) of this section may engage in fire-fighting activities and may issue bonds or otherwise lend its credit for fire-fighting purposes as provided by law and this constitution.

(e) A county, city, town, or other political corporation or subdivision of the state may invest its funds as authorized by law. (Amended Nov. 8, 1904; Subsecs. (a) and (b) amended and (c) added Nov. 3, 1970; Subsec. (d) added Nov. 7, 1978; Subsec. (a) amended Nov. 4, 1986; Subsec. (e) added Nov. 7, 1989; Subsecs. (a), (b), and (c) amended Nov. 2, 1999.)

Previous SectionHomeNext Section

AI-60803 **Constable Pct. #3** **7. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Rene Gonzalez, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

1. Discussion, consideration, and approval for Hidalgo County Constable Pct. 3's continued participation in Texas 1033 Surplus Property Program.
2. Authorization and approval for County Judge, as authorized official, to sign required documents.
3. Authorization and approval to participate, select and receive equipment under Texas 1033 Surplus Program, with selection list to be submitted prior to receipt.

BACKGROUND

Fiscal Impact

Attachments

Texas 1033 App

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/20/2017 04:25 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Raquel Ramos		Started On: 07/20/2017 04:16 PM
Final Approval Date: 07/21/2017		

○ New
◉ Update

CLEAR FORM

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

This application must be updated and resubmitted within 30 days of any changes

○ Federal ◉ State ○ Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ): _____

2YTXXX DODAAC (Update Only): QFH

AGENCY: Hidalgo County Constable Pct. 3

PHYSICAL ADDRESS (No P.O. Box): 730 N. Breyfogle Rd. Suite B

CITY: Mission STATE: Texas ZIP: 78574

*****AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM*****
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 16 PART-TIME: _____

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

***MAIN POC: Is the Primary POC for requests and property pickup**

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Gonzalez, Rene	rene.gonzalez@co.hidalgo.tx.us	956-581-6800
SCREENER/POC #2	Broyles, Dan	dan.broyles@co.hidalgo.tx.us	956-581-6800
SCREENER/POC #3	Dunn, Eldon	eldon.dunn@co.hidalgo.tx.us	956-581-6800
SCREENER/POC #4			
WEAPON/POC			
AIRCRAFT/POC			
VEHICLE/POC			

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/: HEAD OF LOCAL AGENCY

Lazaro Gallardo, Jr. **DATE:** _____
PRINTED NAME

_____
SIGNATURE

STATE COORDINATOR/SPOC: (NOT REQUIRED FOR FEDERAL AGENCIES)

_____ **DATE:** _____
PRINTED NAME

_____
SIGNATURE

_____
LESO Team Lead Approval

AP Version: 1/28/16

TEXAS LESO PROGRAM
SUPPLEMENTAL DATA SHEET

Date: 07-20-17

Agency Name: Hidalgo County Constable Pct. 3

ORI (Originating Agency Identification) number: TX1082000

(Please enter same screeners in the order as listed on front page)

Screener #1: Rene Gonzalez Chief Deputy Constable
NAME / TITLE

Screener #2: Dan Broyles Sergeant
NAME / TITLE

Screener #3: Eldon Dunn Sergeant
NAME / TITLE

Screener #4: _____
NAME / TITLE

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

TEXAS

AND THE

Hidalgo County Constable Pct. 3

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) Hidalgo County Constable Pc, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752
EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590
Fax Number: 512-424-7591
Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) Hidalgo County Constable Precinct 3 .

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) Hidalgo County Constable Precinct 3 understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

1) Manned Aircraft, fixed or rotary wing
2) Unmanned Aerial Vehicles
3) Wheeled Armored Vehicles
4) Wheeled Tactical Vehicles
5) Command and Control Vehicles
6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
7) Explosives and Pyrotechnics
8) Breaching apparatus

9) Riot Batons
10) Riot Helmets
11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;

2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);

3) The LEA's policies and protocols on deployment of this type of property;

4) Certifications on required training for use of this type of property; and

5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) Hidalgo County Constable Pct. 3 must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.

2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.

4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.

2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.

3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.

2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.

3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).

5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.

6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

1) Receive, validate, and reconcile incoming certified inventories from the LEAs.

2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

1) Complete the annual physical inventory as required.

2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.

a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.

(1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.

(2) The LESO requires serial number photos for each small arm received through the LESO Program.

b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.

4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.

2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

1) Support the LESO PCR process by:

a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.

b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.

c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.

2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.

a. The internal PCR will include, at minimum:

(1) A review of each selected LEAs LESO Program files.

(2) A review of the signed State Plan of Operation (SPO).

(3) A review of the LEA application and screener's letter.

(4) A physical inventory of the LESO Program property at each selected LEA.

(5) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.

2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.

a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.

b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.

2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.

3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.

3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.

2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.

3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).

4) LESO Program files must be segregated from all other records.

5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.

2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.

3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:

    a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
    b. HMMWVs: one (1) vehicle for every three (3) officers;
    c. MRAPs: one (1) vehicle per LEA.

4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.

2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.

3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.

5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.

2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.

4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

   a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.

   b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.

2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.

3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.

4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.

5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).

6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.

2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.

3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Lazaro Gallardo, Jr.
Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature — Date (MM/DD/YYYY)

Ramon Garcia
Type/Print Civilian Governing Body Authorized Official

CGB Authorized Official Signature — Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature — Date (MM/DD/YYYY)

AI-60834 **Constable Pct. #3** **7. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Requesting approval to purchase promotional items under "Public Purpose" to include but not limited to: pencils, notebooks, school boxes, activity books, cinch bags, and badge stickers. These items will be used to inform, relate progress, educate and report information to our constituents on aspects dealing with public safety and education.

BACKGROUND

Requisition 345968 under vendor Walmart Palmhurst has been requested, and is pending a purchase order, pending Commissioner's Court approval.

Requision for Safeguard will be requested after quote has been received on items, also pending Commissioner's Court approval.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-293-001-0-610

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

BUDGETARY IMPACT:

Req. #345968 for Wal-Mart; funds available as of 7-21-17. Funds available in obj. code 610 "General Supplies" to make necessary purchases.

Attachments

TX Const. Article 3 Sec. 52

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 11:40 AM
Ivan Cantu	Ivan Cantu	07/21/2017 01:30 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Raquel Ramos		Started On: 07/21/2017 11:04 AM
Final Approval Date: 07/21/2017		

Art 3 - Sec 52

Article 3 - LEGISLATIVE DEPARTMENT

Section 52 - COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS

(a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

(b) Under Legislative provision, any county, political subdivision of a county, number of adjoining counties, political subdivision of the State, or defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include, towns, villages or municipal corporations, upon a vote of two-thirds majority of the voting qualified voters of such district or territory to be affected thereby, may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof, as the Legislature may authorize, and in such manner as it may authorize the same, for the following purposes to wit:

(1) The improvement of rivers, creeks, and streams to prevent overflows, and to permit of navigation thereof, or irrigation thereof, or in aid of such purposes.

(2) The construction and maintenance of pools, lakes, reservoirs, dams, canals

and waterways for the purposes of irrigation, drainage or navigation, or in aid thereof.

(3) The construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof.

TEMPORARY TRANSITION PROVISIONS

(c) Notwithstanding the provisions of Subsection (b) of this Section, bonds may be issued by any county in an amount not to exceed one-fourth of the assessed valuation of the real property in the county, for the construction, maintenance, and operation of macadamized, graveled, or paved roads and turnpikes, or in aid thereof, upon a vote of a majority of the voting qualified voters of the county, and without the necessity of further or amendatory legislation. The county may levy and collect taxes to pay the interest on the bonds as it becomes due and to provide a sinking fund for redemption of the bonds.

TEMPORARY TRANSITION PROVISIONS

(d) Any defined district created under this section that is authorized to issue bonds or otherwise lend its credit for the purposes stated in Subdivisions (1) and (2) of Subsection (b) of this section may engage in fire-fighting activities and may issue bonds or otherwise lend its credit for fire-fighting purposes as provided by law and this constitution.

(e) A county, city, town, or other political corporation or subdivision of the state may invest its funds as authorized by law. (Amended Nov. 8, 1904; Subsecs. (a) and (b) amended and (c) added Nov. 3, 1970; Subsec. (d) added Nov. 7, 1978; Subsec. (a) amended Nov. 4, 1986; Subsec. (e) added Nov. 7, 1989; Subsecs. (a), (b), and (c) amended Nov. 2, 1999.)

Previous SectionHomeNext Section

AI-60662 **Tax Office** **8. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Norma Briones, TAX OFFICE

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Discussion,consideration and action to extend the deadline of tax refund request, provided by Subsection(c) for the following, pursuant to Section 31.11 of Property Tax Code Subsection(c-1)

Account Number	Payer	Amount	Years
N3400.00.000.2162.32	Gustavo Ybarra	$2,300.94	2011-2012

BACKGROUND

Sec. 31.11. REFUNDS OF OVERPAYMENTS OR ERRONEOUS PAYMENTS.
(a) If a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds. However, the collector may not make the refund unless:
(1) in the case of a collector who collects taxes for one taxing unit, the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds:
(A) $5,000 for a refund to be paid by a county with a population of two million or more; or
(B) $500 for a refund to be paid by any other taxing unit; or
(2) in the case of a collector who collects taxes for more than one taxing unit, the governing body of the taxing unit that employs the collector also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds:
(A) $5,000 for a refund to be paid by a county with a population of two million or

more; or
(B) $2,500 for a refund to be paid by any other taxing unit.
(b) A taxing unit that determines a taxpayer is delinquent in ad valorem tax payments on property other than the property for which liability for a refund arises or for a tax year other than the tax year for which liability for a refund arises may apply the amount of an overpayment or erroneous payment to the payment of the delinquent taxes if the taxpayer was the sole owner of the property:
(1) for which the refund is sought on January 1 of the tax year in which the taxes that were overpaid or erroneously paid were assessed; and
(2) on which the taxes are delinquent on January 1 of the tax year for which the delinquent taxes were assessed.
(c) Except as provided by Subsection (c-1), an application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. A taxpayer may apply for a refund by filing:
(1) an application on a form prescribed by the comptroller by rule; or
(2) a written request that includes information sufficient to enable the collector and the auditor for the taxing unit and, if applicable, the governing body of the taxing unit to determine whether the taxpayer is entitled to the refund.
(c-1) The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

Fiscal Impact

Attachments

Refund Backup

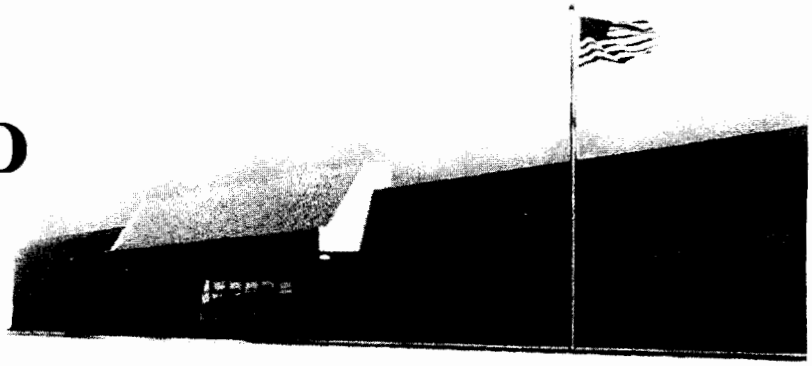
Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/11/2017 10:35 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Norma Briones		Started On: 07/11/2017 08:36 AM
Final Approval Date: 07/21/2017		

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

July 10, 2017

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of erroneous payments over $ 2,500.00 dollars.

An application for an erroneous payment refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

Attached is taxpayer's good cause request. I respectfully request that the Commissioner's Court approve the enclosed application for its allowable two year extension.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Respectfully,

Pablo (Paul) Villarreal Jr. PCC

Pablo (Paul) Villarreal, Jr., PCC

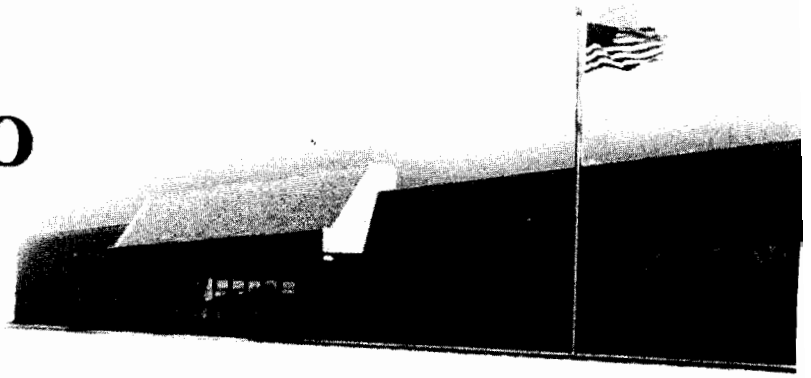
nr

Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



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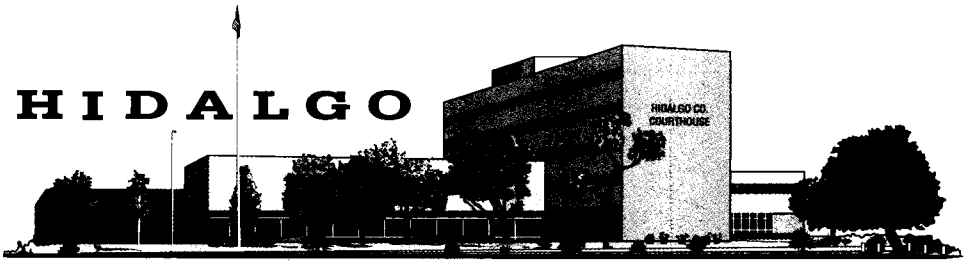
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
N3400.00.000.2162.32	Gustavo Ybarra	$2,300.94

2804 S. Bus. Hwy 281 • Edinburg, Texas 78539

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

March 14, 2017

The Honorable Pablo Villarreal, Jr.,
Hidalgo County Tax Assessor/Collector
2804 South Business Highway 281
Edinburg, Texas 78539

Re: Tax Refund – Tax Account No. 246138

Dear Mr. Villarreal:

A tax refund application (tax account no. 246138) received by the Tax Office was signed by the applicant on January 10, 2017, three years after payments were received for tax years 2004 through 2012. The payments were received on January 21, 2005; January 9, 2006; January 25, 2007; January 18, 2008; January 28, 2009; January 29, 2010; January, 28, 2011; January 30, 2012; and January 23, 2013, respectively.

Pursuant to Tax Code §31.11(a), if a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds.

Pursuant to Tax Code §31.11(c), an application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. Tax Code §31.11(c-1) also states that the governing body of the taxing unit may extend the deadline for a single period not to exceed 2 years on a showing of good cause by the taxpayer.

The County Auditor's Office is not able to approve the tax refund application for payments made for tax years 2004 through 2012.

We will be able to process the refund request for tax year 2011 and 2012 after the taxpayer shows good cause for submitting the tax refund application three years after the date of payment and Commissioners Court approves to extend the refund deadline as required by Tax Code §31.11(c-1).

The tax refund application must be submitted to the County Auditor's Office for approval after Commissioners Court approval is obtained.

If you have any questions, feel free to contact Vivián Garza, Internal Auditor I, at ext. 4654, Letty Chavez, Compliance Audit Supervisor, at ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext.4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

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. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

Norma Briones

From: Leticia Martinez <lmartinez@bicinvestments.com>
Sent: Monday, March 20, 2017 3:14 PM
To: Norma Briones
Cc: gyvet123@gmail.com
Subject: G. Ybarra Tax correction request

Good afternoon Norma Briones,

In reference to my property at Mile 2 W Edcouch, Tx 78538, I have always received a tax statement to my mailing address, Gustavo Ybarra & Gloria Ybarra P.O. Box 503 La Villa, Tx 78562, with Acct#N3400216232 with HCAD#246138. Several years ago I noticed the HCAD #246138 I was paying on, appeared on the HCAD map as my neighbor to the south, Guadalulpe Contreras. Contreras's name & acct was appearing on the property south of his in which is a vacant lot belonging to original sellers Agustin Hernandez. Contreras having his name on vacant lot in error still sold it in 2015 to Pablo Hinojosa and stated that he and Agustin were going to use the monies for costs in correcting the property names. Several times in past years I have gone to the appraisal district office and to the tax office to have this corrected but to no avail.
In 2015, I began to receive calls and a sign posted on my property from a law office in reference to delinquent taxes, but I was told by the appraisal districts office to ignore the calls because the error should and would be corrected by the tax office.
These past few months I noticed that my name no longer appears on Acct#N3400216232 & HCAD#246138 but still has my postal address, PO Box 503, and all the payments I applied, also appear on that account of which now shows the original seller's name Agustin Hernandez and not my name.
My property statement now shows the corrected new Acct #N3400216201 HCAD #246112 but shows only 1 pymt for tax yr 1986. I am requesting that all my past payments also be transferred to this corrected account and not showing a delinquent amount of $39,821.61 with an active Lawsuit T225812C.
Last year's statement for 2015 was the first time I did not pay because I was waiting for all the property corrections to be done.

Thank you,
Gustavo Ybarra
(956) 292-6624

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
HERNANDEZ AGUSTIN ET AL (PAID BY: GUSTAVO YBARRA)

Present mailing address *(number and street)*
PO BOX 503

City, town or post office, state, ZIP code
LA VILLA, TX 78562

Phone *(area code and number)*
9562926624

Legal description (or attach copy of the tax bill or tax receipt): NORTH CAPISALLO

Step 2: Describe the property

Address or location of property: MILE 2

246138

Account number of property:

N3400.00.000.2162.32

OR

Tax receipt number:

307584/5958457/8664236/10759552

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2004	01/21 / 2005	$ 2,018.16	$ 2,018.16
2. ALL ENTITIES	2005	01/09 / 2006	$ 2,030.00	$ 2,030.00
3. ALL ENTITIES	2006	01/25 / 2007	$ 2,124.59	$ 2,124.59
4. ALL ENTITIES	2007	01/18 / 2008	$ 2,047.33	$ 2,047.33
5.		/	$ continuation	$

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR

SHOULD BE APPLIED TO ACCOUNT # 246112

SP

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: Agustin Hernandez — Date of application for tax refund: 1-10-17

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☑ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3/14/17

sign here — Authorized official — Date: 3/14/17

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here — Date: 2/28/17

2-28-17

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
HERNANDEZ AGUSTIN ET AL (PAID BY: GUSTAVO YBARRA)

Present mailing address *(number and street)*
PO BOX 503

City, town or post office, state, ZIP code
LA VILLA, TX 78562

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): NORTH CAPISALLO

Step 2: Describe the property

Address or location of property: MILE 2

246138

Account number of property: N3400.00.000.2162.32

OR

Tax receipt number: 13389493/15664066/17858946,8976,0203

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	01/28 / 2009	$ 1,714.21	$ 1,714.21
2. ALL ENTITIES	2009	01/29 / 2010	$ 2,152.46	$ 2,152.46
3. ALL ENTITIES	2010	01/28 / 2011	$ 2,273.40	$ 1,156.61
4. ALL ENTITIES	2011	01/30 / 2012	$ 2,290.50	$ 1,140.93
5.		/	$	$

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR

SHOULD BE APPLIED TO ACCOUNT # 246112

SP

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: Gustavo Ybarra — Date of application for tax refund: 2-10-17

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☑ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3/14/17

sign here — Authorized officer — Date: 3/14/17

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here — Date: 2/28/17

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
HERNANDEZ AGUSTIN ET AL (PAID BY: GUSTAVO YBARRA)

Present mailing address *(number and street)*
PO BOX 503

City, town or post office, state, ZIP code
LA VILLA, TX 78562

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): NORTH CAPISALLO

Step 2: Describe the property

Address or location of property:

246138

Account number of property:

N3400.00.000.2162.32

Tax receipt number:

OR 22499668

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2012	01/23 / 2013	$ 2,419.94	$ 1,160.01
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 15,544.30

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR.

SHOULD BE APPLIED TO ACCOUNT #246112

SP

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here Signature: Agustin Y. Hernandez

Date of application for tax refund 1-10-17

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☑ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3/14/17

sign here — Authorized officer

Date 3/14/17

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 2/28/17

AI-60673 **Tax Office** **8. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Edgar Jaramillo, TAX OFFICE

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Approval of Amendment to Interlocal Cooperation Agreement for Tax Assessment and Collection for the following entities:
Hidalgo ISD, La Joya ISD,South Texas College, Sharyland ISD, Mercedes ISD, Progreso ISD, McAllen ISD, Edinburg CISD, Donna ISD, Valley View ISD, P.S.J.A. ISD, City of Alamo, City of Edcouch, City of Mission, City of Hidalgo, Sullivan City, City of Alton, City of Weslaco.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:**

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

BUDGETARY IMPACT:

Tax Office collects a fee from entities that will be accounted for on the monthly report.

Attachments

Hidalgo ISD Amendment
La Joya ISD
South Texas College
Sharyland ISD
Mercedes ISD
Progreso ISD
McAllen ISD
Edinburg CISD
Donna ISD
Valley View ISD
PSJA ISD

City of Alamo
City of Sullivan City
City of Edcouch
City of Hidalgo
City of Mission
City of Alton
Weslaco City

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/12/2017 02:09 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Edgar Jaramillo Started On: 07/12/2017 08:53 AM
Final Approval Date: 07/21/2017

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION,** hereinafter referred to as **"AGREEMENT"** is made on this the 19th day of June, 2017 by and between Hidalgo Independent School District, hereinafter referred to as **"District,"** and the County of Hidalgo, hereinafter referred to as **"COUNTY"**, pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as **"ACT"**, as follows:

WHEREAS, on or about September 20, 2011, COUNTY entered into an AGREEMENT with District for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and District, now desire to amend the AGREEMEMT 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 he purpose stated herein, COUNTY and District hereby agree to the following amendments to the AGREEMENT:

1. Section III. DESCRIPTION OF SERVICES, 1.F is hereby amended and modified as follows:

   "1.F Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 2. is hereby amended and modified as follows:

   " 2. Pursuant to Tax Code Subsection (c), Section 6.30, the District has entered into a contract with a law firm to represent District in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. Upon formal written request from District, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis."

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

   " 1. District hereby agrees to pay and the COUNTY agrees to accept a fee of $31,968.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to District, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. District will have until June 1st to accept the recommended fee."

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

   2. COUNTY will be paid by deducting the fee at the rate of $2,664.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and District ratify and confirm the terms and provisions of the AGREEMENT as amended.

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

Approved by Commissioners Court on the _____day of _____, 2017.

School District of Hidalgo

BY: _____

Benjamin Arjona
Board President

ATTEST:

_____

Blanca Lara
Secretary, Board of Trustees

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION,** hereinafter referred to as **"AGREEMENT"** is made on this the 29th day of May, 2017 by and between La Joya Independent School District, hereinafter referred to as **"District,"** and the County of Hidalgo, hereinafter referred to as **"COUNTY"**, pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as **"ACT",** as follows:

WHEREAS, on or about September 4, 2007, COUNTY entered into an AGREEMENT with District for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and District, now desire to amend the AGREEMEMT 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 he purpose stated herein, COUNTY and District hereby agree to the following amendments to the AGREEMENT:

1. Section III. DESCRIPTION OF SERVICES, 1.F is hereby amended and modified as follows:

   "1.F Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 3. is hereby amended and modified as follows:

   " 2. Pursuant to Tax Code Subsection (c), Section 6.30, the District has entered into a contract with a law firm to represent District in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. Upon formal written request from District, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis."

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

   " 1. District hereby agrees to pay and the COUNTY agrees to accept a fee of $144,696.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to District, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. District will have until June 1st to accept the recommended fee."

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

   2. COUNTY will be paid by deducting the fee at the rate of $12,058.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and District ratify and confirm the terms and provisions of the AGREEMENT as amended.

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

Approved by Commissioners Court on the _____day of _____, 2017.

School District of La Joya

BY: _____

Oscar "Coach" Salinas
Board President

ATTEST:

_____

Claudia Ochoa
Secretary, Board of Trustees

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION,** hereinafter referred to as **"AGREEMENT"** is made on this the _____day of _____by and between South Texas College, formally the South Texas Community College District, hereinafter referred to as **"STC,"** and the County of Hidalgo, hereinafter referred to as **"COUNTY"**, pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as **"ACT",** as follows:

WHEREAS, on or about March 11, 1996, COUNTY entered into an AGREEMENT STC for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and STC, now desire to amend the AGREEMEMT 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 he purpose stated herein, COUNTY and STC hereby agree to the following amendments to the AGREEMENT:

1. Section III. DESCRIPTION OF SERVICES, 1.F is hereby amended and modified as follows:

   "1. Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 2. is hereby amended and modified as follows:

   " 2. Pursuant to Tax Code Subsection (c), Section 6.30, the District has entered into a contract with a law firm to represent STC in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. Upon formal written request from STC, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis."

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

   " 1. STC hereby agrees to pay and the COUNTY agrees to accept a fee of $103,212.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to STC, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. STC will have until June 1st to accept the recommended fee."

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

   2. COUNTY will be paid by deducting the fee at the rate of $8,601.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and STC ratify and confirm the terms and provisions of the AGREEMENT as amended.

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

Approved by Commissioners Court on the _____day of _____, 2017.

SOUTH TEXAS COLLEGE

BY: _____
Dr. Alejo Salinas, Jr.
Chair, Board of Trustees

ATTEST:

_____
Jesse Villarreal
Secretary, Board of Trustees

HIDALGO COUNTY

By: _____
Ramon Garcia
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION,** hereinafter referred to as **"AGREEMENT"** is made on this the 19th day of June by and between Sharyland Independent School District, hereinafter referred to as **"DISTRICT,"** and the County of Hidalgo, hereinafter referred to as **"COUNTY"**, pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as **"ACT"**, as follows:

WHEREAS, on or about July 16, 1996, COUNTY entered into an AGREEMENT with DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and DISTRICT, now desire to amend the AGREEMEMT 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 he purpose stated herein, COUNTY and DISTRICT hereby agree to the following amendments to the AGREEMENT:

1. Section III. DESCRIPTION OF SERVICES, 1.F is hereby amended and modified as follows:

   "1.F Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 2. is hereby amended and modified as follows:

   " 2. Pursuant to Tax Code Subsection (c), Section 6.30, the DISTRICT has entered into a contract with a law firm to represent DISTRICT in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. Upon formal written request from DISTRICT, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis."

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

   " 1. DISTRICT hereby agrees to pay and the COUNTY agrees to accept a fee of $43,980.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. DISTRICT will have until June 1st to accept the recommended fee."

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

   2. COUNTY will be paid by deducting the fee at the rate of $3,665.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and DISTRICT ratify and confirm the terms and provisions of the AGREEMENT as amended.

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

Approved by Commissioners Court on the _____day of _____, 2017.

School District of Sharyland

BY:_____

Julio Cerda
Board President

ATTEST:

_____

Jose "Pepe" Garcia
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION,** hereinafter referred to as **"AGREEMENT"** is made on this the _____day of _____by and between Mercedes Independent School District, hereinafter referred to as **"DISTRICT,"** and the County of Hidalgo, hereinafter referred to as **"COUNTY"**, pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as **"ACT",** as follows:

WHEREAS, on or about May 22, 2001, COUNTY entered into an AGREEMENT with DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and DISTRICT, now desire to amend the AGREEMEMT 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 he purpose stated herein, COUNTY and DISTRICT hereby agree to the following amendments to the AGREEMENT:

1. Section III. DESCRIPTION OF SERVICES, 1.F is hereby amended and modified as follows:

   "1.F Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 2. is hereby amended and modified as follows:

   " 2. Pursuant to Tax Code Subsection (c), Section 6.30, the DISTRICT has entered into a contract with a law firm to represent DISTRICT in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. Upon formal written request from DISTRICT, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis."

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

   " 1. DISTRICT hereby agrees to pay and the COUNTY agrees to accept a fee of $38,952.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. DISTRICT will have until June 1st to accept the recommended fee."

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

   2. COUNTY will be paid by deducting the fee at the rate of $3,246.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and DISTRICT ratify and confirm the terms and provisions of the AGREEMENT as amended.

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

Approved by Commissioners Court on the _____day of _____, 2017.

School District of Mercedes

BY _____

Elvia Sandoval
Board President

ATTEST:

_____

Ricardo "Rick" Garza
Secretary, Board of Trustees

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION,** hereinafter referred to as **"AGREEMENT"** is made on this the _____day of _____by and between Progreso Independent School District, hereinafter referred to as **"DISTRICT,"** and the County of Hidalgo, hereinafter referred to as **"COUNTY"**, pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as **"ACT"**, as follows:

WHEREAS, on or about July 21, 2013, COUNTY entered into an AGREEMENT with DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and DISTRICT, now desire to amend the AGREEMEMT 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 he purpose stated herein, COUNTY and DISTRICT hereby agree to the following amendments to the AGREEMENT:

1. Section III. DESCRIPTION OF SERVICES, 1.F is hereby amended and modified as follows:

   "1.F Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 3. is hereby amended and modified as follows:

   " 3. Pursuant to Tax Code Subsection (c), Section 6.30, the DISTRICT has entered into a contract with a law firm to represent DISTRICT in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. Upon formal written request from DISTRICT, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis."

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

   " 1. DISTRICT hereby agrees to pay and the COUNTY agrees to accept a fee of $18,228.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. DISTRICT will have until June 1st to accept the recommended fee."

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

   2. COUNTY will be paid by deducting the fee at the rate of $1,519.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and DISTRICT ratify and confirm the terms and provisions of the AGREEMENT as amended.

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

Approved by Commissioners Court on the _____day of _____, 2017.

School District of Progreso

BY:_____

Frank Alanis
Board President

ATTEST:

_____

Alejandro Alanis
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION,** hereinafter referred to as **"AGREEMENT"** is made on this the 8th day of May 2017 by and between McAllen Independent School DISTRICT, hereinafter referred to as **"DISTRICT,"** and the County of Hidalgo, hereinafter referred to as **"COUNTY"**, pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as **"ACT",** as follows:

WHEREAS, on or about September 10, 1996, COUNTY entered into an AGREEMENT DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and DISTRICT, now desire to amend the AGREEMEMT 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 he purpose stated herein, COUNTY and DISTRICT hereby agree to the following amendments to the AGREEMENT:

1. Section III. DESCRIPTION OF SERVICES, 1.F is hereby amended and modified as follows:

   "1.F Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 2. is hereby amended and modified as follows:

   " 2. Pursuant to Tax Code Subsection (c), Section 6.30, the DISTRICT has entered into a contract with a law firm to represent DISTRICT in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. Upon formal written request from DISTRICT, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis."

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

   " 1. DISTRICT hereby agrees to pay and the COUNTY agrees to accept a fee of $158,340.00 of all current and delinquent base taxes collected from July 1st through June 30th. For subsequent years after reviewing actual collection costs, COUNTY will submit to DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. DISTRICT will have until June 1st to accept the recommended fee."

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

   2. COUNTY will be paid by deducting the fee at the rate of $13,195.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and DISTRICT ratify and confirm the terms and provisions of the AGREEMENT as amended.

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

Approved by Commissioners Court on the _____day of _____, 2017.

School District of McAllen

BY: _____

Sam Saldivar, Jr.
Board President

ATTEST:

_____

Tony Forina
Secretary, Board of Trustees

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

Approved as to Form
Atlas Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION,** hereinafter referred to as **"AGREEMENT"** is made on this the _____day of _____by and between Edinburg Consolidated Independent School District, hereinafter referred to as **"District,"** and the County of Hidalgo, hereinafter referred to as **"COUNTY"**, pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as **"ACT",** as follows:

WHEREAS, on or about May 10, 1994, COUNTY entered into an AGREEMENT with District for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and District, now desire to amend the AGREEMEMT 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 he purpose stated herein, COUNTY and DISTRICT hereby agree to the following amendments to the AGREEMENT:

1. Section III. DESCRIPTION OF SERVICES, 1.F is hereby amended and modified as follows:

   "1.F Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 3. is hereby amended and modified as follows:

   " 3. Pursuant to Tax Code Subsection (c), Section 6.30, the District has entered into a contract with a law firm to represent District in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. Upon formal written request from District, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis."

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

   " 1. District hereby agrees to pay and the COUNTY agrees to accept a fee of $181,860.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to District, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. District will have until June 1st to accept the recommended fee."

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

   2. COUNTY will be paid by deducting the fee at the rate of $15,155.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and District ratify and confirm the terms and provisions of the AGREEMENT as amended.

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

Approved by Commissioners Court on the _____day of _____, 2017.

School District of Edinburg

BY:_____

Oscar Salinas
Board President

ATTEST:

_____

Xavier Salinas
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION,** hereinafter referred to as **"AGREEMENT"** is made on this the _____day of _____by and between Donna Independent School District, hereinafter referred to as **"District,"** and the County of Hidalgo, hereinafter referred to as **"COUNTY"**, pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as **"ACT",** as follows:

WHEREAS, on or about August 18, 2009, COUNTY entered into an AGREEMENT with District for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and District, now desire to amend the AGREEMEMT 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 he purpose stated herein, COUNTY and District hereby agree to the following amendments to the AGREEMENT:

1. Section III. DESCRIPTION OF SERVICES, 1.F is hereby amended and modified as follows:

   "1.F Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 3. is hereby amended and modified as follows:

   " 3. Pursuant to Tax Code Subsection (c), Section 6.30, the District has entered into a contract with a law firm to represent District in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. Upon formal written request from District, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis."

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

   " 1. District hereby agrees to pay and the COUNTY agrees to accept a fee of $81,024.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to District, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. District will have until June 1st to accept the recommended fee."

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

   2. COUNTY will be paid by deducting the fee at the rate of $6,752.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and District ratify and confirm the terms and provisions of the AGREEMENT as amended.

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

Approved by Commissioners Court on the _____day of _____, 2017.

School District of Donna

BY:_____

Efren Ceniceros
Board President

ATTEST:

_____

Alicia Reyna
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION,** hereinafter referred to as **"AGREEMENT"** is made on this the _____day of _____by and between Valley View Independent School District, hereinafter referred to as **"District,"** and the County of Hidalgo, hereinafter referred to as **"COUNTY"**, pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as **"ACT",** as follows:

WHEREAS, on or about May 10, 2005, COUNTY entered into an AGREEMENT with District for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and District, now desire to amend the AGREEMEMT 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 he purpose stated herein, COUNTY and District hereby agree to the following amendments to the AGREEMENT:

1. Section III. DESCRIPTION OF SERVICES, 1.F is hereby amended and modified as follows:

   "1.F Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 3. is hereby amended and modified as follows:

   " 3. Pursuant to Tax Code Subsection (c), Section 6.30, the District has entered into a contract with a law firm to represent District in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. Upon formal written request from District, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis."

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

   " 1. District hereby agrees to pay and the COUNTY agrees to accept a fee of $25,464.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to District, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. District will have until June 1st to accept the recommended fee."

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

   2. COUNTY will be paid by deducting the fee at the rate of $2,122.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and District ratify and confirm the terms and provisions of the AGREEMENT as amended.

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

Approved by Commissioners Court on the _____day of _____, 2017.

School District of Valley View

BY:_____

Frank Jimenez
Board President

ATTEST:

_____

Noe Pruneda
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION,** hereinafter referred to as **"AGREEMENT"** is made on this the 29th day of May by and between Pharr-San Juan-Alamo Independent School District, hereinafter referred to as **"DISTRICT,"** and the County of Hidalgo, hereinafter referred to as **"COUNTY"**, pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as **"ACT",** as follows:

WHEREAS, on or about April 11, 2006, COUNTY entered into an AGREEMENT with DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and DISTRICT, now desire to amend the AGREEMEMT 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 he purpose stated herein, COUNTY and DISTRICT hereby agree to the following amendments to the AGREEMENT:

1. Section III. DESCRIPTION OF SERVICES, 1.F is hereby amended and modified as follows:

   "1.F Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 3. is hereby amended and modified as follows:

   " 3. Pursuant to Tax Code Subsection (c), Section 6.30, the DISTRICT has entered into a contract with a law firm to represent DISTRICT in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. Upon formal written request from DISTRICT, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis."

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

   " 1. DISTRICT hereby agrees to pay and the COUNTY agrees to accept a fee of $162,072.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. DISTRICT will have until June 1st to accept the recommended fee."

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

   2. COUNTY will be paid by deducting the fee at the rate of $13,506.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and DISTRICT ratify and confirm the terms and provisions of the AGREEMENT as amended.

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

Approved by Commissioners Court on the _____day of _____, 2017.

School District of Pharr-San Juan-Alamo

BY: _____

Ben Garza, Jr.
Board President

ATTEST:

_____

Jesus "Jesse" Vela, Jr.
Secretary, Board of Trustees

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF ALAMO**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about April 2014, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $32,628.00 of all current and delinquent base taxes collected from October 1st through September 30, 2018. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 21st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $2,719.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF ALAMO

BY:_____

Diana Martinez
City of Alamo Mayor

ATTEST:

_____

Margot Salas
City Secretary

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated 10-27-2017, is made between the **CITY OF SULLIVAN CITY**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about April 11, 2006, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section V of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $7,284.00 of all current and delinquent base taxes collected from October 1st through September 30, 2018. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 21st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $607.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF SULLIVAN CITY

BY:_____

Leonel "Leo" Garcia
City Mayor

ATTEST:

_____

City Secretary

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated June 26, 2017, is made between the **CITY OF EDCOUCH**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about July 2003, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $6,684.00 of all current and delinquent base taxes collected from October 1st through September 30, 2018. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 21st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $557.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF EDCOUCH

BY:_____

Virginio Gonzalez Jr.
City of Edcouch Mayor

ATTEST:

_____

Pete De La Cruz
Interim City Manager

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated July 10, 2017, is made between the **CITY OF HIDALGO**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about September 20th, 2011, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section V of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $33,072.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 21st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $2,756.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF HIDALGO

BY:_____

Martin Cepeda
City of Hidalgo Mayor

ATTEST:

Denise M. Elliff

Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated June 26, 2017, is made between the **CITY OF MISSION**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about July 7, 1999, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $76,572.00 of all current and delinquent base taxes collected from October 1st through September 30, 2018. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 21st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $6,381.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF MISSION

BY:_____

Norberto Salinas
City Mayor

ATTEST:

Anna Carrillo
City Secretary
~~Secretary, Board of Trustees~~

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF ALTON**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about February 1997, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $8,904.00 of all current and delinquent base taxes collected from October 1st through September 30, 2018. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 21st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $742.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF ALTON

BY:_____

Salvador Vela
City of Alton Mayor

ATTEST:

Baudelia Rojas, TRMC/CPM
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF WESLACO**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about September 1, 1994, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $48,564.00 of all current and delinquent base taxes collected from October 1st, 2017 through September 30, 2018. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 21st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $4,047.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF WESLACO

BY: _____
David Suarez
City Mayor

ATTEST:

_____ WCC 07/18/17

Secretary, ~~Board of Trustees~~

HIDALGO COUNTY

By: _____
Ramon Garcia
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr.
Hidalgo County Clerk

AI-60697 **Sheriff's Office** **9. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Joel Rivera, SHERIFF DEPT.

Submitted By: Erica Chapa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Inter-Local Cooperation Agreement between the City of Mission, City of McAllen, City of Palmhurst, City of Alton, Hidalgo County, Texas, concerning implementation of the Mission Police Department First Offender Program.
2. Authorization for County Judge and County Sheriff to sign Inter-Local Agreement for First Offender Program

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Inter-Local Agreement
First Offender Program
Legal email

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/13/2017 04:28 PM
Budget & Management	Veronica Ortiz	07/14/2017 08:22 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Erica Chapa		Started On: 07/13/2017 02:54 PM
Final Approval Date: 07/21/2017		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION, CITY OF MCALLEN, CITY OF PALMHURST, CITY OF ALTON, HIDALGO COUNTY, TEXAS, CONCERNING IMPLEMENTATION OF THE MISSION POLICE DEPARTMENT FIRST OFFENDER PROGRAM.

THIS agreement is made on this _____ day of _____, 2017 by and among the CITY OF MISSION,TEXAS, hereinafter referred to as "MISSION", the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN", the CITY OF PALMHURST, TEXAS, hereinafter referred to as "PALMHURST", the CITY OF ALTON, TEXAS, hereinafter referred to as "ALTON", the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows, and with the consent and approval of the HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE:

WITNESSETH:

WHEREAS, MISSION, MCALLEN, PALMHURST and ALTON are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, The Texas Family Code Section 52.031allows law enforcement agencies to adopt a First Offender Program for Juveniles between the ages of 10-16 years of age;

WHEREAS, MISSION Police Department desires to create and implement the First Offender Program within the jurisdictional limits of MISSION; and

WHEREAS, MCALLEN, PALMHURST, ALTON, COUNTY desire to participate in said program, to the extent that the 'first time offense' is committed on school campus grounds located within the jurisdictional limits of the entity;

WHEREAS, MISSION, MCALLEN, PALMHURST, ALTON, COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and;

Purpose The purpose of this Agreement is to define the roles and obligations of the entities involved in the operation of the Mission Police Department First Offender Program ("program").

Duties and Obligations The participating entities, along with the consent and approval of the Hidalgo County Criminal District Attorney's Office, agree to the following duties and obligations of the program:

1. Each entity shall designate a program liaison.

2. Each entity shall maintain and be responsible for the processing and disposition documents for each child referred to the program.

3. The program liaison shall evaluate and determine the eligibility of each Juvenile that is suspected of having committed an eligible offense, as listed on Exhibit B-Mission Police Department First Time Offender Program.

4. If Juvenile is determined eligible, the liaison shall notify, in writing, MISSION First Offender Specialist of said eligibility.

5. MISSION shall complete the enrollment of said Juvenile into the Program. MISSION shall explain the program criteria to the Juvenile and Parent/Guardian. The child and the parent, guardian, or other custodian of the child must consent to participation by the child in the first offender program. MISSION shall deliver written notice to the parent, guardian, or other custodian of the child that the child has been referred for disposition under the first offender program. The notice must:

   (a) state the grounds for taking the child into custody or accusing a child of an offense described in Subsection (a)(2);

   (b) identify the law enforcement officer or agency to which the child was referred;

   (c) briefly describe the nature of the program; and

   (d) state that the child's failure to complete the program will result in the child being referred to the juvenile court or a court of competent criminal jurisdiction.

6. All entities agree that a child referred for disposition under the first offender program may not be detained in law enforcement custody.

7. Upon completion or termination of the program, MISSION shall notify the entity liaison. If the Juvenile has successfully completed the program, MISSION, with the cooperation of the referring entity, shall proceed with the

general procedures as outlined in Exhibit A. The entity liaison or other designated individual, may request to participate in the destruction/removal procedures.

8. Upon unsuccessful completion of the program by the Juvenile, MISSION shall notify the respective entity liaison. The entity liaison shall immediately, and not later than 3 business days, refer the juvenile to juvenile court or a court of competent criminal jurisdiction. Unsuccessful completion shall include the following:

    (a) the child fails to complete the program;
    (b) the child or the parent, guardian, or other custodian of the child terminates the child's participation in the program before the child completes it; or
    (c) the child completes the program but is taken into custody under Section 52.01of the Texas Family Code, before the 90th day after the date the child completes the program for conduct other than the conduct for which the child was referred to the first offender program.

Term and Termination. This Agreement shall be for a term of one (1) year beginning on the last date of execution ("Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the same terms and conditions herein. A participating entity may terminate its participation in this program by providing thirty (30) days written notice to MISSION.

Conflict of Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present of future law, 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(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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 be agreement in writing executed by both parties, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

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.

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 to convenient to effectuate and carry out the terms of this Agreement.

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

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

Executed this the ____ day of _____, 2017

CITY OF PALMHURST, TEXAS

By: _____
Ramiro Rodriguez, Jr., Mayor

ATTEST:

_____
City Secretary, City of Palmhurst

By:_____
Michael Vela, Chief of Police

Executed this the ____ day of _____, 2017

CITY OF ALTON, TEXAS

By: _____
Salvador Vela, Mayor

ATTEST:

_____
City Secretary, City of Alton

By:_____
Enrique Sotelo, Chief of Police

CONSENT AND APPROVAL BY:

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

By:_____
Ricardo Rodriguez, Jr., District Attorney

Executed this the 14 day of June, 2017

CITY OF MISSION, TEXAS

By: _____
Norberto "Beto" Salinas, Mayor

ATTEST:

_____
City Secretary, City of Mission

By: _____
Roberto Dominguez, Chief of Police

Executed this the ____ day of _____, 2017

CITY OF MCALLEN, TEXAS

By: _____
James E. Darling, Mayor

ATTEST:

_____
City Secretary, City of McAllen

By: _____
Victor Rodriguez, Chief of Police

Executed this the ____ day of _____, 2017

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk, Hidalgo County

By: _____
J.E. "Eddie" Guerra, Sheriff

Mission Police Department

First Offender Program

Texas Family Code Section 52.031

- The Texas Family Code Section 52.031 allows law enforcement agencies to adopt a First Offender Program for Juveniles between the ages of 10-16 years.

Optional Overview

- The First Offender Program is for the children between the ages of 10-16 who have committed for the first time a crime classified between a class "B" Misdemeanor and State Jail Felony. It excludes weapons and violence offenses. (Texas Family Code Section 52.031) Offenses that are eligible for this new program include but are not limited to: Possession of Marijuana, Thefts, Criminal Mischief, and Graffiti.
- Voluntary Basis ---not forcing anyone to do it.
- Voluntary restitution – to the victim if necessary.
- Voluntary community service, or other requirements can be assigned.
- Educational, vocational training, counseling, and / or other rehabilitative services are available.
- Periodic reporting by the child to Mission Police Department
- 90 Day probationary period
- Upon Successful completion of this program:
- Students participating in this opportunistic six week trial & subsequent 90 day probation period: will have their first time criminal offense permanently cleared by the Mission Police Department.
- This will provide the individual with a second chance at a successful and hopeful future.
- With this in mind, they would not have to worry about having a record when they are older. Additionally, they would avoid having to spend money in court cost.
- It would be as if the offense never occurred!

Curriculum

The course curriculum will be facilitated by high- quality instructors and may include educational field trips to enhance and broaden the education of the student at various valley wide locations, (locations to be disclosed at a later date).

In addition, participants will attend Saturday morning guidance meetings with police officers and First Offender Program staff. Attendees will be subject to other positive re-enforcement activities like team building will consist of meetings with community leaders, positive community and other dedicated community professionals wanting and willing and able to assist in the team building and communication process.

Class Program (Sub-Topics)

Children accepted in the First Offender Program will be REQUIRED to attend two hour classes (with their parent/guardian) held at the Mission Police Department on consecutive Saturdays for 6 weeks. These educational classes will commence at 10:00 AM and conclude 12:00 Noon. These classes will cover sub-topic which will include but are not limited to:

1. **Violence prevention**
2. **Drug and alcohol resistance**
3. **Respect**
4. **Leadership skill development**
5. **Teamwork**
6. **Life Skills & The Importance of an Education**
7. **Anger Management**
8. **Discipline**
9. **Decision Making**
10. **Positive choices**

Instruction is provided for the students and adults (when able)

Six Week Class Schedule Break Down (Short Version)

1. What is a fault in someone's character, and what type of faults have I experienced in my past? Deciding to change my life character, and behavior in a positive direction. Learning to resist violence/ control my anger and learning how to earn respect from others/ respecting myself.
2. How my past actions affect not only my future, but all of those around me. Understanding the consequences of my actions, and writing out the faults leading up to my offense. Learning how to make long term goals, and understanding how to reach them.
3. Recognizing who else is affected by my faults, starting the process of rebuilding the trust I lost, learning to say I am sorry, and following through with actions to prove it. Finding the courage to apologize to my parents/ guardians, and show them, I want to change.
4. Learning to serve others, while learning new outlooks on life and friends. Understanding what is a good and bad influence/ friend and learning how to get involved in my school and community. Coming to terms with what I need to change in my life in order to not reoffend. Committing to making a positive change in my life by creating a contract with myself and parent/guardian.
5. Learning from our past, understanding the mistakes we made, and understanding the lesson they can teach us. Understanding the problem solving process, and learning new tricks to make better decisions in the future.
6. This seek is a makeup week where we go back into detail on topics we did not have enough time for. We also utilize this week to view videos about drug and alcohol resistance. Our parents also received additional information on drug and alcohol abuse/ prevention. (Other topics and activities can also be covered during the week).

Student Class Completion Speech Requirements:

- Students must state whether or not they are ready to leave their past decisions, behaviors, and character behind, and start fresh as they move into their 90 day probation.
- The student must pledge to everyone present that they will **not** commit any further offenses, and be willing to change parts of their lives to show they mean it.
- The student must indicate what lessons they have learned throughout their six weeks attending the Mission Police Department First Offender Program (this should be a specific list).
- The student is required to list 3 things that they have removed from their lives, and or 3 things they are going to change in their lives.
- Students are expected to thank their Parent/Guardian for bringing then to the 6 classes.
- All of these statements must be made in font of the class, before dismissal. This is done to build the child's skill set in public speaking, and as reinforcement for all the curriculum they have already received.
- The student will also be made aware of the mandatory check in policy; that is now to be implemented for all students entering their 90 day probation.
- Failure for a student to comply with this policy can result in an extension of the 90 day probation period, having to complete additional classes, and or be required to complete an outside outpatient program in addition to program pre-requisites.

Mandated Check in Policy Terms

This is subject to change and modification at any time

- Students of the Mission Police Department First Offender Program are required to participate in a mandatory check in system once they start their 90 day probation period, or during a school holiday lasting at least 1 week including weekends.
- During this time period students are required to make contact with the First Offender Specialist at the Mission Police Department between the hours of 8AM-12 PM and 1 PM -5 PM Monday through Friday.
- Alternatively, accepted check ins will also include: leaving a voice mail for the Specialist if they are not in office (once the number is approved by Chief Dominguez), the student may stop by before, or immediately after a scheduled First Offender Program class on Saturday (no later than 12:15 PM), or the student may contact the specialist via email with an update of how things are going at home, in school, with their friends, and if they are having any issues with any illicit activities.
- Once a student has completed the Mission Police Department First Offender Program, the student is to check in with the First Offender Specialist once every 2 weeks. This is meant as a means to keep track of the students until they graduate or reach the age to be considered an adult (17 years old).
- For parents of the program it is highly encouraged for them to also check in weekly, or twice a week at least for the same purposes of being proactive to prevent recidivism. This is currently not a required policy, but this may change in the near future.
- Failure for a student to comply with this policy can result in an extension of the 90 day probation period, having to complete additional classes, and or be required to complete an outside outpatient program in addition to program pre-requisites.

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Date: July 12, 2017 at 10:51:23 AM CDT
To: Joel Rivera <joel.rivera@hidalgoso.org>
Cc: Victor Garza <victor.garza@da.co.hidalgo.tx.us>
Subject: Re: Inter-Local Agreement for First Offender Program

Chief,

We received the attachments from Mission PD earlier this week and my boss has already signed off on it. As far as we are concerned, the agreement is good to go.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

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AI-60676 **Sheriff's Office** **9. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Roy Quintanilha, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of appropriation of funds in the Jail Commissary account for the amount of $45,211.70.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/10/17, as provided by the Jail Commissary Bank Account. Monies forwarded to County Treasurer's Office (Receipt No. 212371 dated 07/10/17).

Attachments

COR
cor.request
budget.amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	07/12/2017 11:24 AM
Budget & Management	Veronica Ortiz	07/12/2017 02:10 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Emilia Uriegas		Started On: 07/12/2017 10:51 AM
Final Approval Date: 07/21/2017		

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

July 24, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, 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 $45,211.70 to fund the purchase and installation of a washer and a dryer. 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

7-25-17
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, 398TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

AI-60676 **Sheriff's Office 9. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Roy Quintanilha, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of appropriation of funds in the Jail Commissary account for the amount of $45,211.70.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/10/17, as provided by the Jail Commissary Bank Account. Monies forwarded to County Treasurer's Office (Receipt No. 212371 dated 07/10/17).

Attachments

cor.request

budget.amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	07/12/2017 11:24 AM
Budget & Management	Veronica Ortiz	07/12/2017 02:10 PM
Final Approval	Monica Badillo	07/21/2017 05:27 PM
Form Started By: Emilia Uriegas		Started On: 07/12/2017 10:51 AM
Final Approval Date: 07/21/2017		

Pedro Luis Ramirez

From: Emilia Uriegas <emilia.uriegas@hidalgoso.org>
Sent: Wednesday, July 12, 2017 11:14 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us
Cc: pedro.ramirez@hidalgoso.org
Subject: Certification of Revenue Request
Attachments: COR $45,211.70.pdf

Mr. Eufracio:

This is to formally request the Certification of Revenues for $45,211.70 (Jail Commissary Account Program 2102) in reference to **AI#60676** for CC agenda of 07/25/2017.

Should you require additional information, feel free to contact me.

Thank you.

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542
Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

HIDALGO COUNTY SHERIFF'S OFFICE
REVENUE REMITTANCE FORM
DATE: July 7, 2017

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 $ 45,211.70

   A. Credit Account Number: 7-2102-391-03-000-426-0-000
   B. For Purchase and Installation of Washer & Dryer (Physical Plant Improvement)
   C. These payments comply with all applicable State Statutes and any applicable rules promulgated by the Texas Commission on Jail Standards.

GRAND TOTAL REMITTED TO TREASURER $ 45,211.70

APPROVED BY: _____ 7/7/17
HIDALGO COUNTY SHERIFF OR DESIGNEE — DATE

PREPARED BY: _____ 212371
ACCOUNTANT IV — TREASURER'S RECEIPT NO.

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

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

Receipt No: 212371

Received From: SHERIFF'S OFFICE 07/07/17 Date 07/10/17

1	5344	JAIL COMMISSARY TRUST FUNDS	7-2102-391-03-000-426-0-000	45,211.70
			Total:	**45,211.70**

Check Total	45,211.70
Cash Total	.00
Credit Total	.00
Other Total	.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH HEAT SENSITIVE INK HAND ICON AND MICROPRINTED BORDER

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

5344

7/7/2017

PAY TO THE ORDER OF Hidalgo County Treasurer

$ **45,211.70

Forty-Five Thousand Two Hundred Eleven and 70/100********** DOLLARS

Hidalgo County Treasurer

Void After 90 Days

MEMO Funding For Purchase of Washer & Dryer For Adult

⑈005344⑈ ⑆114911687⑆ 710 15949⑈

DETAILS ON BACK. SECURITY FEATURES INCLUDED

HIDALGO COUNTY JAIL COMMISSARY 5344

Hidalgo County Treasurer 7/7/2017

Funding For Purchase of Washer & Dryer For Adult	45,211.70
Vendors: Skyline Equipment (Washer & Dryer Only)	

Cash on Deposit - LS	Funding For Purchase of Washer & Dryer For A	45,211.70

DATE: July 12, 2017
DEPARTMENT HEAD: J. E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 7-2102-423-21-280-015-0-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 ACCOUNT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
7-2102-423-21-280-015-0-430	Jail Commissary--Repair & Maintenance Services	11,975.00
7-2102-423-21-280-015-0-751	Jail Commissary--Machinery & Equipment	33,236.70
7-2102-391-03-000-426-0-000	Transfers In - Jail Commissary Trust Fund	45,211.70

TOTAL APPROPRIATIONS 45,211.70

REASON: To appropriate funding for purchase of 1 Washer and 1 Dryer and installation costs.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Nereyda Gonzalez

From: Linda Fong [Linda.Fong@auditor.co.hidalgo.tx.us]
Sent: Friday, July 14, 2017 8:48 AM
To: Nereyda Gonzalez; Marcela Luna
Subject: FW: Certification of Revenue Request
Attachments: Opinion.pdf

From: Emilia Uriegas [mailto:emilia.uriegas@hidalgoso.org]
Sent: Friday, July 14, 2017 8:26 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us
Cc: pedro.ramirez@hidalgoso.org
Subject: RE: Certification of Revenue Request

Mr. Eufracio,

Attached is the legal opinion from the DA's Office to be attached to the request the Certification of Revenues for $45,211.70 (Jail Commissary Account Program 2102) in
reference to AI#60676 for CC agenda of 07/25/2017

Thank you.

Emilia Uriegas

From: Emilia Uriegas [mailto:emilia.uriegas@hidalgoso.org]
Sent: Wednesday, July 12, 2017 11:14 AM
To: 'ray.eufracio@auditor.co.hidalgo.tx.us'; 'linda.fong@auditor.co.hidalgo.tx.us'
Cc: 'pedro.ramirez@hidalgoso.org'
Subject: Certification of Revenue Request

Mr. Eufracio:

This is to formally request the Certification of Revenues for $45,211.70 (Jail Commissary Account Program 2102) in reference to **AI#60676** for CC agenda of 07/25/2017.

Should you require additional information, feel free to contact me.

Thank you.

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542
Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Date: May 26, 2017 at 10:07:40 AM CDT
To: Roy Quintanilha <roy.quintanilha@hidalgoso.org>
Cc: Mario Lopez <mario.lopez@hidalgoso.org>, Emilia Uriegas <emilia.uriegas@hidalgoso.org>, Chief Joel Rivera <joel.rivera@hidalgoso.org>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>, Capt Madrigal work <belinda.madrigal@hidalgoso.org>
Subject: Re: Use of Commissary Funds to Purchase Washer and Dryer.

Chief,

As our office has previously advised, the Texas Local Government Code dictates that the sheriff or the sheriff's designee may use commissary proceeds for a limited number of purposes, one of which is:

"[to] fund physical plant improvements, technology, equipment, programs, services, and activities that provide for the well-being, health, safety, and security of the inmates and the facility."

Tex. Loc. Gov't Code §351.0415(c)(5).

To the extent the proposed purchases will be used for the well being, health, and safety of inmates, and without further guidance that such purchases are not prohibited by section 351.0415(c)(5), it is likely the Sheriff's Office may use these funds for the proposed expenses.

As we have previously noted, the Sheriff has wide discretion to determine how to use these funds to meet the needs of the inmates and the facility. The purchase of the washer and dryer for use at the jail and specifically for the use of "inmate laundry", which you have described below appears to be a permissible purchase in accordance with the applicable code provisions.

Should you need any further assistance from our office, please feel free to contact me.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

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****

On Tue, May 23, 2017 at 4:36 PM, Roy Quintanilha <roy.quintanilha@hidalgoso.org> wrote:

> Good afternoon Ms. Ramirez,
>
> The jail is seeking to purchase a Washer and Dryer for the Inmate Laundry. We have used commissary monies in the past. Because of the recent practice by the auditors to question large expenditures with commissary money, I am asking for your review of our intent to purchase as meeting the criteria below specifically number 5.
>
> Pursuant to Local Government Code §351.0415 (c), (c) The sheriff may use commissary proceeds only to:
> (1) fund, staff, and equip a program addressing the social needs of the county prisoners, including an educational or recreational program and religious or rehabilitative counseling;
> (2) supply county prisoners with clothing, writing materials, and hygiene supplies;
> (3) establish, staff, and equip the commissary operation and fund the salaries of staff responsible for managing the inmates' commissary accounts;
> (4) fund, staff, and equip an educational use and a law library for the educational use of inmates; or
> **(5) fund physical plant improvements, technology, equipment, programs, services and activities that provide for the well-being, health, safety, and security of the**

inmates and the facility.

The Washer and Dryer are for the Inmate Laundry. The combination will be used to properly clean inmates blankets, mattress covers, uniforms and under wear. This will ensure that inmates continue to have clean clothing and bedding material for their health and well being.

Thank you in advance for your attention to this matter.

Chief Roy Quintanilha
Hidalgo County Sheriff's Office
Adult Detention Division
(956) 381-7900 ext. 7910
roy.quintanilha@hidalgoso.org

Pedro Luis Ramirez

From: Emilia Uriegas <emilia.uriegas@hidalgoso.org>
Sent: Wednesday, July 12, 2017 11:14 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us
Cc: pedro.ramirez@hidalgoso.org
Subject: Certification of Revenue Request
Attachments: COR $45,211.70.pdf

Mr. Eufracio:

This is to formally request the Certification of Revenues for $45,211.70 (Jail Commissary Account Program 2102) in reference to **AI#60676** for CC agenda of 07/25/2017.

Should you require additional information, feel free to contact me.

Thank you.

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542
Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

AI-60676 **Sheriff's Office**

CC - REGULAR

Meeting Date: 07/25/2017
Submitted For: Roy Quintanilha, SHERIFF DEPT.
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of appropriation of funds in the Jail Commissary account for the amount of $45,211.70.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-2102-423-21-280-015-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 07/10/17, as provided by the Jail Commissary Bank Account. Monies forwarded to County Treasurer's Office (Receipt No. 212371 dated 07/10/17).

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
	Emilia Uriegas	07/12/2017 10:51 AM

Form Started By: Emilia Uriegas Started On: 07/12/2017 10:51 AM

DATE: July 12, 2017
DEPARTMENT HEAD: J. E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 7-2102-423-21-280-015-0-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 ACCOUNT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
7-2102-423-21-280-015-0-430	Jail Commissary--Repair & Maintenance Services	11,975.00
7-2102-423-21-280-015-0-751	Jail Commissary--Machinery & Equipment	33,236.70
7-2102-391-03-000-426-0-000	Transfers In - Jail Commissary Trust Fund	45,211.70

TOTAL APPROPRIATIONS 45,211.70

REASON: To appropriate funding for purchase of 1 Washer and 1 Dryer and installation costs.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY SHERIFF'S OFFICE
REVENUE REMITTANCE FORM
DATE: July 7, 2017

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 $ 45,211.70

   A. Credit Account Number: 7-2102-391-03-000-426-0-000
   B. For Purchase and Installation of Washer & Dryer (Physical Plant Improvement)
   C. These payments comply with all applicable State Statutes and any applicable rules promulgated by the Texas Commission on Jail Standards.

GRAND TOTAL REMITTED TO TREASURER $ 45,211.70

APPROVED BY: _____ 7/7/17
HIDALGO COUNTY SHERIFF OR DESIGNEE — DATE

PREPARED BY: _____ 212371
ACCOUNTANT IV — TREASURER'S RECEIPT NO.

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

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

Receipt No: 212371

Received From: SHERIFF'S OFFICE 07/07/17 Date 07/10/17

1	5344	JAIL COMMISSARY TRUST FUNDS	7-2102-391-03-000-426-0-000	45,211.70
			Total:	**45,211.70**

Check Total	45,211.70
Cash Total	.00
Credit Total	.00
Other Total	.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH HEAT SENSITIVE INK HAND ICON AND MICROPRINTED BORDER

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

5344

7/7/2017

DETAILS ON BACK

PAY TO THE ORDER OF Hidalgo County Treasurer

$ **45,211.70

Forty-Five Thousand Two Hundred Eleven and 70/100********** DOLLARS

Hidalgo County Treasurer

Void After 90 Days

MEMO Funding For Purchase of Washer & Dryer For Adult

SECURITY FEATURES INCLUDED

⑈005344⑈ ⑆114911687⑆ 710 15949⑈

HIDALGO COUNTY JAIL COMMISSARY 5344

Hidalgo County Treasurer 7/7/2017

Funding For Purchase of Washer & Dryer For Adult	45,211.70
Vendors: Skyline Equipment (Washer & Dryer Only)	

Cash on Deposit - LS	Funding For Purchase of Washer & Dryer For A	45,211.70

DATE: July 12, 2017
DEPARTMENT HEAD: J. E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 7-2102-423-21-280-015-0-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 ACCOUNT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
7-2102-423-21-280-015-0-430	Jail Commissary--Repair & Maintenance Services	11,975.00
7-2102-423-21-280-015-0-751	Jail Commissary--Machinery & Equipment	33,236.70
7-2102-391-03-000-426-0-000	Transfers In - Jail Commissary Trust Fund	45,211.70

TOTAL APPROPRIATIONS **45,211.70**

REASON: **To appropriate funding for purchase of 1 Washer and 1 Dryer and installation costs.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-60684 **Sheriff's Office** **9. C.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Roy Quintanilha, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of appropriation of funds in the Jail Commissary account for the amount of $236,350.00.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/19/17, as provided by the Jail Commissary Bank Account. Monies forwarded to County Treasurer's Office (Receipt No. 212370 dated 07/10/17).

Attachments

COR

cor.request

budget.amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	07/12/2017 04:57 PM
Budget & Management	Veronica Ortiz	07/13/2017 09:37 AM
Merlen P. Munoz	Merlen P. Munoz	07/19/2017 08:35 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Emilia Uriegas		Started On: 07/12/2017 04:34 PM
Final Approval Date: 07/21/2017		

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

July 24, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, 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 $236,350.00 to fund the upgrade of MTI Security Control System at the Hidalgo County Adult Detention Center. 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

7-25-17
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, 368TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

AI-60684 **Sheriff's Office 9. C.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Roy Quintanilha, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of appropriation of funds in the Jail Commissary account for the amount of $236,350.00.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/19/17, as provided by the Jail Commissary Bank Account. Monies forwarded to County Treasurer's Office (Receipt No. 212370 dated 07/10/17).

Attachments

cor.request

budget.amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	07/12/2017 04:57 PM
Budget & Management	Veronica Ortiz	07/13/2017 09:37 AM
Merlen P. Munoz	Merlen P. Munoz	07/19/2017 08:35 AM
Final Approval	Monica Badillo	07/21/2017 05:27 PM
Form Started By: Emilia Uriegas		Started On: 07/12/2017 04:34 PM
Final Approval Date: 07/21/2017		

Pedro Luis Ramirez

From:	Emilia Uriegas <emilia.uriegas@hidalgoso.org>
Sent:	Wednesday, July 12, 2017 4:52 PM
To:	ray.eufracio@auditor.co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us
Cc:	pedro.ramirez@hidalgoso.org
Subject:	Certification of Revenue Request--$236,350
Attachments:	COR $236,350.pdf

Mr. Eufracio:

This is to formally request the Certification of Revenues for $236,350.00 (Jail Commissary Account Program 2102) in reference to **AI#60684** for CC agenda of 07/25/2017.

Should you require additional information, feel free to contact me.

Thank you.

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542
Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

HIDALGO COUNTY SHERIFF'S OFFICE
REVENUE REMITTANCE FORM
DATE: July 7, 2017

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 $ 236,350.00

   A. Credit Account Number: 7-2102-391-03-000-426-0-000
   B. For Upgrade On MTI Security Control 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.

GRAND TOTAL REMITTED TO TREASURER $ 236,350.00

APPROVED BY: _____ 7/7/17
HIDALGO COUNTY SHERIFF OR DESIGNEE — DATE

PREPARED BY: _____ 212370
ACCOUNTANT IV — TREASURER'S RECEIPT NO.

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

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

Receipt No: 212370

Received From: SHERIFF'S OFFICE 07/07/17

Date 07/10/17

1	5343	JAIL COMMISSARY TRUST FUNDS	7-2102-391-03-000-426-0-000	236,350.00
			Total:	**236,350.00**

Check Total	236,350.00
Cash Total	.00
Credit Total	.00
Other Total	.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH HEAT SENSITIVE INK HAND ICON AND MICROPRINTED BORDER

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

5343

7/7/2017

PAY TO THE ORDER OF Hidalgo County Treasurer

$ **236,350.00

Two Hundred Thirty-Six Thousand Three Hundred Fifty and 00/100********** DOLLARS

Hidalgo County Treasurer

Void After 90 Days

MEMO Funding For Upgrade On MTI Security Control Syste

⑈005343⑈ ⑆114911687⑆ 710 15949⑈

DETAILS ON BACK

SECURITY FEATURES INCLUDED

HIDALGO COUNTY JAIL COMMISSARY 5343

Hidalgo County Treasurer 7/7/2017

Funding For Upgrade On MTI Security Control Syste	236,350.00
Vendor: Montgomery Technology Systems	

Cash on Deposit - LS	Funding For Upgrade On MTI Security Control S	236,350.00

DATE: July 12, 2017
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 7-2102-423-21-280-015-0-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
7-2102-423-23-280-015-0-339	Jail Commissary--Other Professional Services	44,048.85
7-2102-423-23-280-015-0-430	Jail Commissary--Repair and Maintenance Services	15,979.58
7-2102-423-23-280-015-0-610	Jail Commissary--General Supplies	19,658.37
7-2102-423-23-280-015-0-660	Jail Commissary--Furnishings and Equipment	79,153.11
7-2102-423-23-280-015-0-751	Jail Commissary--Machinery and Equipment	32,625.15
7-2102-423-23-280-015-0-761	Jail Commissary--Software	44,884.94
7-2102-391-03-000-426-0-000	Transfers In--Jail Commissary Trust Funds	236,350.00
	TOTAL APPROPRIATIONS	236,350.00

REASON: **To provide funding for upgrade of MTI Security Control System at the Adult Detention Center.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Nereyda Gonzalez

From: Linda Fong [Linda.Fong@auditor.co.hidalgo.tx.us]
Sent: Friday, July 14, 2017 8:48 AM
To: Nereyda Gonzalez
Cc: Marcela Luna
Subject: FW: Certification of Revenue Request--$236,350
Attachments: Opinion.pdf

From: Emilia Uriegas [mailto:emilia.uriegas@hidalgoso.org]
Sent: Friday, July 14, 2017 8:41 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us
Cc: pedro.ramirez@hidalgoso.org
Subject: RE: Certification of Revenue Request--$236,350

Mr. Eufracio:

Attached is the legal opinion from the District Attorney's office in reference to the AI #60684 (CC agenda of 07/25/17). This agenda item relates to the third project mentioned on the opinion.

Thank you.

Emilia Uriegas
HCSO

From: Emilia Uriegas [mailto:emilia.uriegas@hidalgoso.org]
Sent: Wednesday, July 12, 2017 4:52 PM
To: 'ray.eufracio@auditor.co.hidalgo.tx.us'; 'linda.fong@auditor.co.hidalgo.tx.us'
Cc: 'pedro.ramirez@hidalgoso.org'
Subject: Certification of Revenue Request--$236,350

Mr. Eufracio:

This is to formally request the Certification of Revenues for $236,350.00 (Jail Commissary Account Program 2102) in reference to **AI#60684** for CC agenda of 07/25/2017.

Should you require additional information, feel free to contact me.

Thank you.

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542

Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

Emilia Uriegas

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Tuesday, February 21, 2017 12:17 PM
To: Roy Quintanilha
Cc: Eddie Guerra; Chief Mario Lopez; Gabriel Castaneda; Victor Garza; Emilia Uriegas; Rosie Gonzalez
Subject: Re: Use of Commissary Funds

Chief,

As our office has previously advised, the Texas Local Government Code dictates that the sheriff or the sheriff's designee may use commissary proceeds for a limited number of purposes, one of which is:

"[to] fund physical plant improvements, technology, equipment, programs, services, and activities that provide for the well-being, health, safety, and security of the inmates and the facility."

Tex. Loc. Gov't Code §351.0415(c)(5).

To the extent the proposed purchases will be used for the well being, health, and safety of inmates, and without further guidance that such purchases are not prohibited by section 351.0415(c)(5), it is likely the Sheriff's Office may use these funds for the proposed expenses.

As we have previously noted, the Sheriff has wide discretion to determine how to use these funds to meet the needs of the inmates and the facility. The improvements and replacement of security systems, monitors, etc., which you have described below appear to be permissible purchases in accordance with the applicable code provisions.

Should you need any further assistance from our office, please feel free to contact me.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

On Fri, Feb 17, 2017 at 3:50 PM, Roy Quintanilha <roy.quintanilha@hidalgoso.org> wrote:
Good afternoon Ms. Ramirez,

As is our established protocol, prior to the use of Commissary Funds for building renovations, we are submitting to your office to for review to determine if the projects meet the requirements of the Texas Local Government Code Section 351.0415

Sec. 351.0415. COMMISSARY OPERATION BY SHERIFF OR PRIVATE VENDOR. (a) The sheriff of a county or the sheriff's designee, including a private vendor operating a detention facility under contract with the county, may operate, or contract with another person to operate, a commissary for the use of the inmates committed to the county jail or to a detention facility operated by the private vendor, as appropriate. The commissary must be operated in accordance with rules adopted by the Commission on Jail Standards.

(b) The sheriff or the sheriff's designee:

(1) has exclusive control of the commissary funds;

(2) shall maintain commissary accounts showing the amount of proceeds from the commissary operation and the amount and purpose of disbursements made from the proceeds; and

(3) shall accept new bids to renew contracts of commissary suppliers every five years.

(c) The sheriff or the sheriff's designee may use commissary proceeds only to:

(1) fund, staff, and equip a program addressing the social needs of the inmates, including an educational or recreational program and religious or rehabilitative counseling;

(2) supply inmates with clothing, writing materials, and hygiene supplies;

(3) establish, staff, and equip the commissary operation and fund the salaries of staff responsible for managing the inmates' commissary accounts;

(4) fund, staff, and equip both an educational and a law library for the educational use of inmates; or

(5) fund physical plant improvements, technology, equipment, programs, services, and activities that provide for the well-being, health, safety, and security of the inmates and the facility.

We have three proposed new projects that would require the use of commissary funds.

The first project is for the purchase and installation of cameras and camera monitoring system (monitors, dvr's, cabling etc) for the recreation yards in three sections of the jail that are not in the direct view of the officer assigned to the pod control. This will allow the officer to monitor from his control point existing cameras to now include inmates in the recreation yard thus enhancing the security and safety of the inmates.

The second for the purchase and installation of monitors with hardware and software. Monitors will be placed outside of the holding cells. The purpose of the holding cell monitors for a continues broadcast of inmate rules and information specific for inmates regarding visitation and commissary. Monitors will be placed in the visitation lobby's for the transmission of information to the inmates families regarding visitation rules, dates, how to deposit money in the inmates accounts for commissary, how to submit medication for inmates and how to file complaints.

The third project is a total upgrade of the current facility security control points through the pods and central control with new hardware and upgraded software that is responsible for security functions (i.e. cell doors opening and closing, locks, alarms etc.) that are antiquated (installed in 2002 for jail opening in 2003).

The listed projects would be a benefit to the inmates well-being, health and safety. We would work with the Hidalgo County Purchasing Department to ensure that all purchasing laws are followed. Once a vendor has been selected and the cost of each projects is known, we will transfer the appropriate amounts for the Purchase Orders as has been the practice to date.

These projects are essential for safe operations. Funding is available in Commissary accounts.

Thank you in advance for your attention to this request.

Chief Roy Quintanilha

Pedro Luis Ramirez

From: Emilia Uriegas <emilia.uriegas@hidalgoso.org>
Sent: Wednesday, July 12, 2017 4:52 PM
To: ray.eufracio@auditor.co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us
Cc: pedro.ramirez@hidalgoso.org
Subject: Certification of Revenue Request--$236,350
Attachments: COR $236,350.pdf

Mr. Eufracio:

This is to formally request the Certification of Revenues for $236,350.00 (Jail Commissary Account Program 2102) in reference to **AI#60684** for CC agenda of 07/25/2017.

Should you require additional information, feel free to contact me.

Thank you.

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542
Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

AI-60684 **Sheriff's Office**

CC - REGULAR

Meeting Date: 07/25/2017
Submitted For: Roy Quintanilha, SHERIFF DEPT.
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of appropriation of funds in the Jail Commissary account for the amount of $236,350.00.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-2102-423-21-280-015-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 07/10/17, as provided by the Jail Commissary Bank Account. Monies forwarded to County Treasurer's Office (Receipt No. 212370 dated 07/10/17).

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
	Emilia Uriegas	07/12/2017 04:34 PM
Form Started By: Emilia Uriegas		Started On: 07/12/2017 04:34 PM

DATE: July 12, 2017
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 7-2102-423-21-280-015-0-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
7-2102-423-23-280-015-0-339	Jail Commissary--Other Professional Services	44,048.85
7-2102-423-23-280-015-0-430	Jail Commissary--Repair and Maintenance Services	15,979.58
7-2102-423-23-280-015-0-610	Jail Commissary--General Supplies	19,658.37
7-2102-423-23-280-015-0-660	Jail Commissary--Furnishings and Equipment	79,153.11
7-2102-423-23-280-015-0-751	Jail Commissary--Machinery and Equipment	32,625.15
7-2102-423-23-280-015-0-761	Jail Commissary--Software	44,884.94
7-2102-391-03-000-426-0-000	Transfers In--Jail Commissary Trust Funds	236,350.00

TOTAL APPROPRIATIONS **236,350.00**

REASON: To provide funding for upgrade of MTI Security Control System at the Adult Detention Center.

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

HIDALGO COUNTY SHERIFF'S OFFICE
REVENUE REMITTANCE FORM
DATE: July 7, 2017

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 $ 236,350.00

   A. Credit Account Number: 7-2102-391-03-000-426-0-000
   B. For Upgrade On MTI Security Control 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.

GRAND TOTAL REMITTED TO TREASURER $ 236,350.00

APPROVED BY: _____ 7/7/17
HIDALGO COUNTY SHERIFF OR DESIGNEE — DATE

PREPARED BY: _____ 212370
ACCOUNTANT IV — TREASURER'S RECEIPT NO.

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

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

Receipt No: 212370

Received From: SHERIFF'S OFFICE 07/07/17 Date 07/10/17

1	5343	JAIL COMMISSARY TRUST FUNDS	7-2102-391-03-000-426-0-000	236,350.00

Total: **236,350.00**

Check Total	236,350.00
Cash Total	.00
Credit Total	.00
Other Total	.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH HEAT SENSITIVE INK HAND ICON AND MICROPRINTED BORDER

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

5343

7/7/2017

DETAILS ON BACK.

PAY TO THE ORDER OF Hidalgo County Treasurer

$ **236,350.00

Two Hundred Thirty-Six Thousand Three Hundred Fifty and 00/100********** DOLLARS

Hidalgo County Treasurer

Void After 90 Days

MEMO Funding For Upgrade On MTI Security Control Syste

SECURITY FEATURES INCLUDED

⑈005343⑈ ⑆114911687⑆ 710 15949⑈

HIDALGO COUNTY JAIL COMMISSARY 5343

Hidalgo County Treasurer 7/7/2017

Funding For Upgrade On MTI Security Control Syste	236,350.00
Vendor: Montgomery Technology Systems	

Cash on Deposit - LS	Funding For Upgrade On MTI Security Control S	236,350.00

DATE: July 12, 2017

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

DEPARTMENT NAME: Jail Commissary

ACCOUNT NUMBER: 7-2102-423-21-280-015-0-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
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7-2102-423-23-280-015-0-610	Jail Commissary--General Supplies	19,658.37
7-2102-423-23-280-015-0-660	Jail Commissary--Furnishings and Equipment	79,153.11
7-2102-423-23-280-015-0-751	Jail Commissary--Machinery and Equipment	32,625.15
7-2102-423-23-280-015-0-761	Jail Commissary--Software	44,884.94
7-2102-391-03-000-426-0-000	Transfers In--Jail Commissary Trust Funds	236,350.00
	TOTAL APPROPRIATIONS	236,350.00

REASON: **To provide funding for upgrade of MTI Security Control System at the Adult Detention Center.**

DEPARTMENT HEAD SIGNATURE

DATE / /

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-60751 **Executive Office** **10. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Lulu Lucio, COMM. PCT. #4 **Submitted By:** Monica Salinas, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Request by CEF of Rio Grande Valley Chapter to utilize the pavilion at JR Milo Ponce Park on August 4, 2017 from 5-6:30pm

BACKGROUND

Fiscal Impact

Attachments

request & insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/18/2017 04:56 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Monica Salinas Started On: 07/18/2017 04:43 PM

Final Approval Date: 07/21/2017

Zimbra **maria.lucio@co.hidalgo.tx.us**

Permission Request

From : Glennj Nation <cefrgv@att.net> Wed, Jul 12, 2017 02:43 PM
Subject : Permission Request 1 attachment
To : Maria Lucio <maria.lucio@co.hidalgo.tx.us>
Reply To : Glennj Nation <cefrgv@att.net>

Hi Maria:

I am sending you the letter we talked about yesterday. Any questions, please feel free to call me at 303-929-6074.

Glenn L. Nation
South Texas District Director
CEF of Rio Grande Valley Chapter
P. O. Box 4732
Edinburg, TX 78540

EVERY CHILD, EVERY NATION, EVERY DAY

Maria Lucio.docx
421 KB

CEF
CHILD EVANGELISM FELLOWSHIP®
Since 1937
Reaching children worldwide™

Date: July 12, 2017

To: Maria Lucio, Hidalgo County

From: Glenn Nation, Director
Graciano Castañeda, Ambassador
Child Evangelism Fellowship® of Rio Grande Valley Chapter

Re: Requesting Permission

We are requesting permission for the use of JR "Milo" Ponce Memorial Park located at 3516 E. FM 2812 on August 4, 2017 from 5:00 pm to 6:30 pm. We also will be requesting permission to do other activities at the park – dates to be determined.

Thank you so much.

CEF® Rio Grande Valley Chapter

Mailing Address:
P. O. Box 4732, Edinburg, TX 78540
cefrgv@att.net
www.cefonline.com

Physical Address:
3303 Edinburg, TX 78542
(956) 624-4717
(303) 929-6074

COMPTROLLER OF PUBLIC ACCOUNTS

P.O. BOX 13528
AUSTIN, TX 78711-3528

July 7, 2005

Ms. Susan M. Yearwood
State Administrative Director
Child Evangelism Fellowship of East Texas, Incorporated
P. O. Box 358
New Waverly, Texas 77358-0358

Dear Ms. Yearwood:

Child Evangelism Fellowship of East Texas, Incorporated is exempt from Texas **franchise tax** as a 501(c)(3) group organization effective March 18, 1964 and from Texas **sales and use tax** effective August 29, 1977. The exemption does not extend to hotel occupancy tax.

We have assigned Texas taxpayer number 17514828700 to the organization. Please reference this number in correspondence with us. The assignment of the taxpayer number does not mean the organization is permitted to collect or remit Texas taxes. Exempt organizations must collect taxes on most of their sales. Please give our Tax Assistance section a call at 1-800-252-5555 if you need a sales tax permit.

The sales tax exemption extends to goods and services purchased for use by your organization. The exemption does not apply if the purchase is for the personal benefit of an individual or private party, or is not related to the organization's exempt purpose. For more information, please see our publication # 96-122, *Exempt Organizations – Sales and Purchases.*

The enclosed exemption certificate can be issued instead of paying tax when buying taxable items related to the exempt purpose of the organization. Make as many copies of the exemption certificate as you need. The exemption certificate does not need a taxpayer number to be valid, but you may provide your taxpayer number if the seller requests it.

Changes to the organization's registered agent and registered office address must be filed with the Texas Secretary of State. The changes can be made online at http://www.sos.state.tx.us/corp/sosda/index.shtml or you can download the forms and instructions from http://www.sos.state.tx.us/corp/nonprofit.shtml. You can also contact them at corpinfo@sos.state.tx.us or by calling (512) 463-5582. It is important to maintain current registered agent information, because this is how we will contact you if we have reason to believe that your organization no longer qualifies for exemption.

Our goal is to provide you with prompt, professional service. Please take a moment to complete the enclosed survey. If it is more convenient, you may complete our on-line survey at http://aixtcp.cpa.state.tx.us/surveys/tpsurv/.

If you have any questions, write to us at exempt.orgs@cpa.state.tx.us, or call us toll-free at 1-800-531-5441, extension 66922. Also, our publications and other helpful information are online at http://www.window.state.tx.us/taxinfo/exempt.

Sincerely,

WynNelle Leeth

WynNelle Leeth
Exempt Organizations Section

US Treasury Department

Internal Revenue Service
Washington, DC 20224

Date: AUG 19 1969 | In reply refer to: T:MS:EO:R:2-RWB

Child Evangelism Fellowship
Incorporated
c/o Frank R. Mann, Executive
Director
44 Ionia Avenue, S.W.
Grand Rapids, Michigan 49502

Gentlemen:

This refers to the information submitted for use in determining your status and the status of your subordinate units for Federal income tax purposes.

Our records show that in a ruling dated August 28, 1964, we held the Child Evangelism Fellowship International exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. In our ruling of June 21, 1950, we held the National Child Evangelism Fellowship of the U.S.A., exempt under section 101(6) of the 1939 Code, which corresponds to section 501(c)(3) of the 1954 Code. The latter organization was issued a group ruling to cover its subordinate units on November 6, 1956.

The information submitted shows that the National Child Evangelism Fellowship of the U.S.A., was merged on May 3, 1966, into the Child Evangelism Fellowship International and the name of the surviving corporation is Child Evangelism Fellowship Incorporated.

Based on the information supplied, we rule that you and your subordinate units named on the group exemption roster you submitted are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, as it is shown that you and such units are organized and operated exclusively for religious purposes.

You and your subordinate units are not required to file Federal income tax returns so long as you and your exempt subordinate units retain a tax exempt status.

Child Evangelism Fellowship Incorporated

3. For subordinate units added to the roster, a letter signed by one of your principal officers containing or attaching:

   a. a statement that the information upon which your present group exemption letter is based applies to the new subordinate units;

   b. a statement that each has given you written authorization to add its name to the roster;

   c. a list of those to which the Service previously issued rulings or determination letters relating to exemption.

4. If applicable, a statement that your group exemption roster did not change during the year.

You should advise each of your exempt subordinate units of the exemption and the pertinent provisions of this ruling.

This ruling terminates the ruling addressed to the National Child Evangelism Fellowship of the U.S.A. as of May 3, 1966, the date of merger, and supersedes the ruling addressed to you under your former name, Child Evangelism Fellowship International. Also, the rulings which were issued to the subordinate units in their individual names.

The District Directors of Internal Revenue concerned are being advised of this action.

Very truly yours,

John R. Barber

Chief, Rulings Section
Exempt Organizations Branch

Enclosure:
Rev. Proc. 68-13
for your information

CEFOFEA-01 KBOND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hibbs - Hallmark & Co
PO Box 8357
Tyler, TX 75711

CONTACT NAME:
PHONE (A/C, No, Ext): (903) 561-8484 FAX (A/C, No): (903) 581-5988
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins	18058
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CEF of East Texas Inc Rio Grande Chapter
P.O. Box 358
New Waverly, TX 77358

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			PHPK1618229	03/01/2017	03/01/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Sexual Abuse/Molesta						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1618229	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB574574	03/01/2017	03/01/2018	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000						General Aggreg	$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001250275	03/28/2016	03/28/2017	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Good News Clubs

CERTIFICATE HOLDER

FOR INFORMATION PURPOSES ONLY
XXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXX

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

Gerald Bahn

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AI-60729 **Human Resources** **11. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Status update on the Classification and Compensation Pay Plan project.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 10:21 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Katia Garcia Started On: 07/18/2017 07:42 AM

Final Approval Date: 07/21/2017

Classification and Compensation Pay Plan

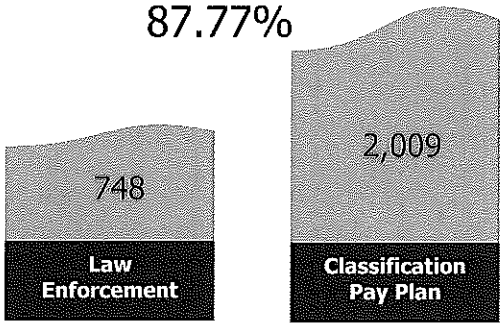
Fact Sheet

July 25, 2107

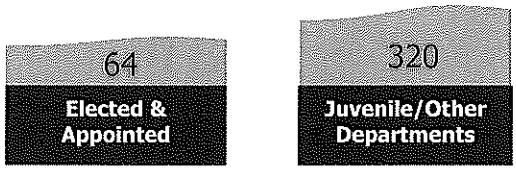
3,141

Total Number of County Positions

2,757
Classified Positions
87.77%



384
Non- Classified Positions
12.23%



Number of Positions per Step

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11

2,375 = 86.14%

357 = 12.95%

25 = 0.91%

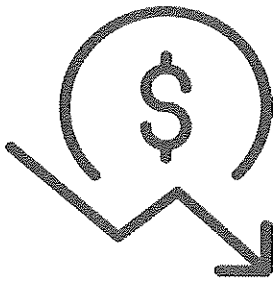
Number of Classified Job Titles

412

Budgetary Impact

The estimated implementation cost per fund is as follows:

General Fund:	-$204,930.20
Road & Bridge Fund:	-$15,924.00
Other Funds:	-$166,642.80



- Distribution of proposed CCP salary schedule to all County Departments

HIDALGO COUNTY
Classification and Compensation Pay Plan
Number of Positions per Grade

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Total No. of Positions
Grade 1									48			48
Grade 2												0
Grade 3	16			153	26	4	1	2	26	29	2	259
Grade 4	6	31	5	13	12	6	1	2	3	1	2	82
Grade 5	154	30	56	40	21	16	8	5	14	2	1	347
Grade 6	40	6	23	29	6	4	3	3	1	1	1	117
Grade 7	121	38	19	23	17	18	2	1	5	5	3	252
Grade 8	22	13	16	9	3	4	1	1	4		2	75
Grade 9	55	24	3	22	10	7	2	6	2	2	2	135
Grade 10	37	8	9	9	9	3	6	7	3	2	6	99
Grade 11	53	14	15	21	13	8	4	5		3	1	137
Grade 12	19	22	8	1	4		3	3				60
Grade 13	33	7	15	8	5	3	6	1	6		1	85
Grade 14	20	6	6	3	2	6	1	2	2	4	2	54
Grade 15	11	25	4	6	4	7		2	3	2	2	66
Grade 16	7	3	3	7	3	3			1	3		30
Grade 17	27	1	4	9	6	1	2		2			52
Grade 18	8	3	1	3	2			3				20
Grade 19	8	4	3	7	1	1	1		1	2		28
Grade 20	1		4	3								8
Grade 21	4	1	2	3			1	2	1	1		15
CLASSIFIED	**642**	**236**	**196**	**369**	**144**	**91**	**42**	**45**	**122**	**57**	**25**	**1,969**

LAW ENFORCEMENT	748
NON- CLASSIFIED	384
PART-TIME/TEMPORARY	40
TOTAL CO WIDE POSITIONS	**3,141**

Hidalgo County

Classification & Compensation

Elected/Appointed Officials

Department	Department Head Position Title	Classified	Non-Classified	Total Positions
139TH DISTRICT COURT	DISTRICT JUDGE	3	2	5
206TH DISTRICT COURT	DISTRICT JUDGE	4	2	6
275TH DISTRICT COURT	DISTRICT JUDGE	3	2	5
332ND DISTRICT COURT	DISTRICT JUDGE	3	2	5
370TH DISTRICT COURT	DISTRICT JUDGE	3	2	5
389TH DISTRICT COURT	DISTRICT JUDGE	3	2	5
398TH DISTRICT COURT	DISTRICT JUDGE	3	2	5
430TH DISTRICT COURT	DISTRICT JUDGE	3	2	5
449TH DISTRICT COURT	DISTRICT JUDGE	3	2	5
92ND DISTRICT COURT	DISTRICT JUDGE	3	2	5
93RD DISTRICT COURT	DISTRICT JUDGE	3	2	5
CCL #3 - PROBATE JUDGE	PROBATE JUDGE	5	2	7
CONSTABLE PCT. 1	CONSTABLE	18	1	19
CONSTABLE PCT. 2	CONSTABLE	18	1	19
CONSTABLE PCT. 3	CONSTABLE	20	1	21
CONSTABLE PCT. 4	CONSTABLE	22	1	23
COUNTY CLERK	COUNTY CLERK	80	1	81
COUNTY COMMISIONER PCT. 1	COUNTY COMMISSIONER	117	1	118
COUNTY COMMISIONER PCT. 2	COUNTY COMMISSIONER	91	1	92
COUNTY COMMISIONER PCT. 3	COUNTY COMMISSIONER	130	1	131
COUNTY COMMISIONER PCT. 4	COUNTY COMMISSIONER	120	1	121
COUNTY JUDGE	COUNTY JUDGE	23	1	24
COUNTY SHERIFF	COUNTY SHERIFF	789	1	790
COUNTY TREASURER	COUNTY TREASURER	13	1	14
CRIMINAL DISTRICT ATTORNEY	CRIMINAL DISTRICT ATTORNEY	162	1	163
DISTRICT CLERK	DISTRICT CLERK	68	1	69
JUDGE COURT-AT-LAW #1	JUDGE COURT-AT-LAW	3	2	5
JUDGE COURT-AT-LAW #2	JUDGE COURT-AT-LAW	4	2	6
JUDGE COURT-AT-LAW #4	JUDGE COURT-AT-LAW	3	2	5
JUDGE COURT-AT-LAW #5	JUDGE COURT-AT-LAW	3	2	5
JUDGE COURT-AT-LAW #6	JUDGE COURT-AT-LAW	3	2	5
JUDGE COURT-AT-LAW #7	JUDGE COURT-AT-LAW	3	2	5
JUDGE COURT-AT-LAW #8	JUDGE COURT-AT-LAW	4	2	6
JUSTICE OF THE PEACE PCT 1/PL 1	JUSTICE OF THE PEACE	6	1	7
JUSTICE OF THE PEACE PCT 1/PL 2	JUSTICE OF THE PEACE	6	1	7
JUSTICE OF THE PEACE PCT 2/PL 1	JUSTICE OF THE PEACE	6	1	7
JUSTICE OF THE PEACE PCT 2/PL 2	JUSTICE OF THE PEACE	6	1	7
JUSTICE OF THE PEACE PCT 3/PL 1	JUSTICE OF THE PEACE	6	1	7
JUSTICE OF THE PEACE PCT 3/PL 2	JUSTICE OF THE PEACE	6	1	7
JUSTICE OF THE PEACE PCT 4/PL 1	JUSTICE OF THE PEACE	7	1	8
JUSTICE OF THE PEACE PCT 4/PL 2	JUSTICE OF THE PEACE	6	1	7
MASTER COURT	N/A	2	1	3
MASTER COURT II	N/A	2	1	3
TAX ASSESSOR/COLLECTOR	TAX ASSESSOR/COLLECTOR	152	1	153
Total Elected/Appointed Officials		**1,938**	**63**	**2,001**

Hidalgo County

Classification & Compensation

County Departments

Department Name	Proposed Department Head Position Title	Classified	Non-Classified	Total Positions
COUNTY AUDITOR	COUNTY AUDITOR	3	46	49
BUDGET & MANAGEMENT	DIRECTOR, DEPARTMENT OF BUDGET AND MANAGE	29	-	29
ELECTIONS ADMINISTRATOR	ELECTIONS ADMINISTRATOR	33	-	33
EXECUTIVE OFFICE	COUNTY EXECUTIVE OFFICER	49	5	54
FACILITIES MANAGEMENT	DIRECTOR, FACILITIES MANAGEMENT DEPARTMENT	98	-	98
HEALTH DEPARTMENT	DIRECTOR, DEPARTMENT OF HEALTH AND HUMAN S	192	11	203
HUMAN RESOURCES	DIRECTOR, DEPARTMENT OF HUMAN RESOURCES	11	-	11
INFORMATION TECHNOLOGY	DIRECTOR, INFORMATION TECHNOLOGY DEPARTME	25	-	25
JUVENILE PROBATION	DIRECTOR, JUVENILE PROBATION DEPARTMENT	-	205	205
PLANNING	DIRECTOR, COUNTY PLANNING DEPARTMENT	26	-	26
PUBLIC DEFENDER	DIRECTOR, DEPARTMENT OF PUBLIC DEFENSE	19	-	19
PURCHASING	DIRECTOR, PURCHASING DEPARTMENT	29	-	29
URBAN COUNTY	DIRECTOR, URBAN COUNTY DEPARTMENT	31	-	31
WIC	DIRECTOR, WIC PROGRAMS	225	10	235
COUMMUNITY SERVICE AGENCY	DIRECTOR, COMMUNITY SERVICE AGENCY	1	37	38
		771	314	1,085

County Offices

Office Name	Department Head Position Title	Classified	Non-Classified	Total Positions
FIRE MARSHAL	FIRE MARSHAL	8	-	8
INDIGENT DEFENSE	DIRECTOR, INDIGENT DEFENSE	7	-	7
LAW LIBRARY	LIBRARIAN	3	-	3
VETERAN'S SRV	VETERAN'S SERVICES OFFICER	7	-	7
		25	-	25

External Support Personnel

Office Name	Department Head Position Title	Classified	Non-Classified	Total Positions
CHILD WELFARE	N/A	3	-	3
TX AGRILIFE EXTENSION	N/A	6	5	11
ADULT PROBATION	N/A	9	-	9
AUXILIARY COURT	N/A	4	2	6
CHILD PROTECTIVE COURT	N/A	1	-	1
		23	7	30

Summary	Classified	Non-Classified	Total Positions
Elected/Appointed Officials	1,938	63	2,001
Departments	771	314	1,085
Offices	25	-	25
External Support Personnel	23	7	30
Total	**2,757**	**384**	**3,141**

HIDALGO COUNTY
GRADE AND STEP SALARY SCHEDULE
Effective Date: May 16, 2017

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1 [1]	~~19,695~~	~~20,384~~	~~21,073~~	~~21,762~~	~~22,451~~	~~23,140~~	~~23,829~~	~~24,518~~	25,207	25,896	26,585
Grade 2 [1]	~~21,271~~	~~22,015~~	~~22,759~~	~~23,503~~	~~24,247~~	~~24,991~~	25,735	26,479	27,223	27,967	28,711
Grade 3 [1]	~~22,973~~	~~23,777~~	~~24,581~~	~~25,385~~	26,189	26,993	27,797	28,601	29,405	30,209	31,013
Grade 4 [1]	~~24,811~~	~~25,679~~	26,547	27,415	28,283	29,151	30,019	30,887	31,755	32,623	33,491
Grade 5	26,796	27,734	28,672	29,610	30,548	31,486	32,424	33,362	34,300	35,238	36,176
Grade 6	28,940	29,953	30,966	31,979	32,992	34,005	35,018	36,031	37,044	38,057	39,070
Grade 7	31,255	32,349	33,443	34,537	35,631	36,725	37,819	38,913	40,007	41,101	42,195
Grade 8	33,755	34,936	36,117	37,298	38,479	39,660	40,841	42,022	43,203	44,384	45,565
Grade 9	36,455	37,731	39,007	40,283	41,559	42,835	44,111	45,387	46,663	47,939	49,215
Grade 10	39,371	40,749	42,127	43,505	44,883	46,261	47,639	49,017	50,395	51,773	53,151
Grade 11	42,521	44,009	45,497	46,985	48,473	49,961	51,449	52,937	54,425	55,913	57,401
Grade 12	45,923	47,530	49,137	50,744	52,351	53,958	55,565	57,172	58,779	60,386	61,993
Grade 13	49,597	51,333	53,069	54,805	56,541	58,277	60,013	61,749	63,485	65,221	66,957
Grade 14	53,565	55,440	57,315	59,190	61,065	62,940	64,815	66,690	68,565	70,440	72,315
Grade 15	57,850	59,875	61,900	63,925	65,950	67,975	70,000	72,025	74,050	76,075	78,100
Grade 16	62,478	64,665	66,852	69,039	71,226	73,413	75,600	77,787	79,974	82,161	84,348
Grade 17	67,476	69,838	72,200	74,562	76,924	79,286	81,648	84,010	86,372	88,734	91,096
Grade 18	72,874	75,425	77,976	80,527	83,078	85,629	88,180	90,731	93,282	95,833	98,384
Grade 19	78,704	81,459	84,214	86,969	89,724	92,479	95,234	97,989	100,744	103,499	106,254
Grade 20	85,000	87,975	90,950	93,925	96,900	99,875	102,850	105,825	108,800	111,775	114,750
Grade 21	91,800	95,013	98,226	101,439	104,652	107,865	111,078	114,291	117,504	120,717	123,930

(1) The county's minimum wage is equivalent to $12.00/hour or $24,960 annual salary.

AI-59719 **Human Resources** **11. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Precinct 1 Road & Bridge (1200) / General Fund (1100):
1. Approval to rescind the following action previously taken by Commissioners Court on 01/10/17; AI-57924 Item #3.B., discussion, consideration, and approval of changes in funding source to various positions,as per the attached Exhibit A.
2. Approval to reverse transfer amounts related to rescinded personnel actions.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-XX00-4XX-00-121-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding available via attached interdepartmental and interfund transfer.

Attachments

Exhibit A
Pct 1 Admin-Fiscal Note
Pct 1 Parks-Fical Note
Interdepartmental Transfer
Pct 1 Rd Maint-Fiscal Note
Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 11:55 AM
Final Approval	Veronica Ortiz	07/21/2017 10:25 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Diana Munoz		Started On: 05/05/2017 11:05 AM
Final Approval Date: 07/21/2017		

Exhibit A

Hidalgo County Precinct 1

2017 Changes in Funding Source

	Current				Proposed			
Position Title	**Current Slot#**	**Current Funding Source**	**Current Prg#**	**Current Salary**	**Proposed Slot#**	**Proposed Funding Source**	**Proposed Prg#**	**Proposed Salary**
Maintenance III	005	Admin.	121-004	$ 58,350.00	150	Rd. Maint.	121-005	$ 58,350.00
Special Projects Coordinator	012	Rd. Maint.	121-005	$ 41,717.00	020	Admin.	121-004	$ 41,717.00
Administrative Assistant V	090	Rd. Maint.	121-005	$ 57,680.00	021	Admin.	121-004	$ 57,680.00
Information System Administrator	103	Rd. Maint.	121-005	$ 55,437.00	022	Admin.	121-004	$ 55,437.00
Administrative Assistant III	115	Rd. Maint.	121-005	$ 42,374.00	023	Admin.	121-004	$ 42,374.00
Accounts Payable Specialist I	116	Rd. Maint.	121-005	$ 29,950.00	024	Admin.	121-004	$ 29,950.00
Crew Leader II	125	Rd. Maint.	121-005	$ 42,834.00	027	Parks	121-013	$ 42,834.00
Administrative Assistant II	138	Rd. Maint.	121-005	$ 37,298.00	025	Admin.	121-004	$ 37,298.00
Maintenance III	002	Parks	121-013	$ 42,400.00	151	Rd. Maint.	121-005	$ 42,400.00
Accounts Payable Supervisor	004	Parks	121-013	$ 41,988.00	026	Admin.	121-004	$ 41,988.00
Accounts Payable Clerk	007	Parks	121-013	$ 33,114.00	027	Admin.	121-004	$ 33,114.00
Clerk I	019	Parks	121-013	$ 28,840.00	028	Admin.	121-004	$ 28,840.00
			Total Current	**$ 511,982.00**			**Total Proposed**	**$ 511,982.00**

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: **07/25/17** **Agenda Item:** **59719**

Summary of request/proposal:
Pct 1 Administration (1200): Approval of the following personnel actions, (rescinding Exhibit A of AI-57924), effective 01/10/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1200	Maintenance III	0005	113	0.00	58,350.00	58,350.00
1200	Special Projects Coordinator	0020	113	41,717.00	0.00	(41,717.00)
1200	Administrative Assistant V	0021	113	57,680.00	0.00	(57,680.00)
1200	Information System Administrator	0022	113	55,437.00	0.00	(55,437.00)
1200	Adminstrative Assistant III	0023	113	42,374.00	0.00	(42,374.00)
1200	Accounts Payable Specialist I	0024	113	29,950.00	0.00	(29,950.00)
1200	Acounts Payable Supervisor	0026	113	41,988.00	0.00	(41,988.00)
1200	Accounts Payable Clerk	0027	113	33,114.00	0.00	(33,114.00)
1200	Clerk I	0028	113	28,840.00	0.00	(28,840.00)
1200	Administrative Assistant II	0025	113	37,298.00	0.00	(37,298.00)
				368,398.00	58,350.00	(310,048.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-121-004-0-	113	PCT 1 ADMINISTRATION	REG F/T EMPLOYEES	($302,893.05)
7-1200-431-00-121-004-0-	211	PCT 1 ADMINISTRATION	HEALTH INSURANCE	($49,236.92)
7-1200-431-00-121-004-0-	212	PCT 1 ADMINISTRATION	LIFE INSURANCE	($340.44)
7-1200-431-00-121-004-0-	220	PCT 1 ADMINISTRATION	FICA	($23,171.32)
7-1200-431-00-121-004-0-	230	PCT 1 ADMINISTRATION	RETIREMENT	($34,741.83)
7-1200-431-00-121-004-0-	250	PCT 1 ADMINISTRATION	UNEMPLOYMENT COMP	($1,817.36)
7-1200-431-00-121-004-0-	260	PCT 1 ADMINISTRATION	WORKER'S COMP	($636.08)
			2017 Budgetary Impact	($412,837.00)

2018 Budgetary Impact ($422,589.05)

Possible Funding Sources: **Cost Savings**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date:

Agenda Item: **59719**

Summary of request/proposal:
Pct 1 Parks (1100): Approval of the following personnel actions, (rescinding Exhibit A of AI-57924), effective 01/10/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	Maintenance III	0002	113	0.00	42,400.00	42,400.00
1100	Accounts Payable Supervisor	0004	113	0.00	41,988.00	41,988.00
1100	Accounts Payable Clerk	0007	113	0.00	33,114.00	33,114.00
1100	Clerk I	0019	113	0.00	28,840.00	28,840.00
1100	Crew Leader II	0027	113	42,834.00	0.00	(42,834.00)
				42,834.00	146,342.00	103,508.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-452-00-121-013-0-	113	PCT 1 PARKS	REG F/T EMPLOYEES	$101,119.35
7-1100-452-00-121-013-0-	211	PCT 1 PARKS	HEALTH INSURANCE	$18,463.85
7-1100-452-00-121-013-0-	212	PCT 1 PARKS	LIFE INSURANCE	$127.66
7-1100-452-00-121-013-0-	220	PCT 1 PARKS	FICA	$7,735.63
7-1100-452-00-121-013-0-	230	PCT 1 PARKS	RETIREMENT	$11,598.39
7-1100-452-00-121-013-0-	250	PCT 1 PARKS	UNEMPLOYMENT COMP	$606.72
7-1100-452-00-121-013-0-	260	PCT 1 PARKS	WORKER'S COMP	$212.35
			2017 Budgetary Impact	$139,863.95

2018 Budgetary Impact $143,167.83

Possible Funding Sources: **Funding available via attached Interfund Transfer.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: July 20, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct 1

ACCOUNT NUMBER: 7-1200-431-00-121-00X-0-XXX

CONTACT PERSON: Miguel Martinez **PHONE:** (956) 292-7025 Ext. 5407

2017
Transfer
AI-59719

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			
7-1200-431-00-121-004-0- 113	PCT 1 ADM	REG F/T EMPLOYEES	(272,973.03)
TO			
7-1200-431-00-121-005-0- 113	PCT 1 RD MAINTENANCE	REG F/T EMPLOYEES	201,773.69
7-1200-431-00-121-005-0- 211	PCT 1 RD MAINTENANCE	HEALTH INSURANCE	30,773.08
7-1200-431-00-121-005-0- 212	PCT 1 RD MAINTENANCE	LIFE INSURANCE	212.77
7-1200-431-00-121-005-0- 220	PCT 1 RD MAINTENANCE	FICA	15,435.69
7-1200-431-00-121-005-0- 230	PCT 1 RD MAINTENANCE	RETIREMENT	23,143.44
7-1200-431-00-121-005-0- 250	PCT 1 RD MAINTENANCE	UNEMPLOYMENT COMP	1,210.64
7-1200-431-00-121-005-0- 260	PCT 1 RD MAINTENANCE	WORKER'S COMP	423.72
TOTAL BUDGET INCREASE (DECREASE)			$ (0.00)

REASON: **Transfer needed to reverse portion of interdepartmental transfer associated with rescinded personnel actions of Exhibit A for AI-57924.**

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:

Agenda Item: **59719**

Summary of request/proposal:
Pct 1 Rd Maintenance (1200): Approval of the following personnel actions, (rescinding Exhibit A of AI-57924), effective 01/10/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1200	Special Projects Coordinator	0012	113	$0.00	41,717.00	41,717.00
1200	Administrative Assistant V	0090	113	$0.00	57,680.00	57,680.00
1200	Information System Administrator	0103	113	$0.00	55,437.00	55,437.00
1200	Adminstrative Assistant III	0115	113	$0.00	42,374.00	42,374.00
1200	Accounts Payable Specialist I	0116	113	$0.00	29,950.00	29,950.00
1200	Crew Leader II	0125	113	$0.00	42,834.00	42,834.00
1200	Administrative Assistant II	0138	113	$0.00	37,298.00	37,298.00
1200	Maintenance III	0150	113	$58,350.00	0.00	(58,350.00)
1200	Maintenance III	0151	113	$42,400.00	0.00	(42,400.00)
				100,750.00	307,290.00	206,540.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-121-005-0-	113	PCT 1 RD MAINT	REG F/T EMPLOYEES	$201,773.69
7-1200-431-00-121-005-0-	211	PCT 1 RD MAINT	HEALTH INSURANCE	$30,773.08
7-1200-431-00-121-005-0-	212	PCT 1 RD MAINT	LIFE INSURANCE	$212.77
7-1200-431-00-121-005-0-	220	PCT 1 RD MAINT	FICA	$15,435.69
7-1200-431-00-121-005-0-	230	PCT 1 RD MAINT	RETIREMENT	$23,143.44
7-1200-431-00-121-005-0-	250	PCT 1 RD MAINT	UNEMPLOYMENT COMP	$1,210.64
7-1200-431-00-121-005-0-	260	PCT 1 RD MAINT	WORKER'S COMP	$423.72
			2017 Budgetary Impact	$272,973.03

2018 Budgetary Impact $279,421.22

Possible Funding Sources: **Funding available via attached Interdepartmental Transfer.**

Comments:

DATE: July 21, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget and Management for Pct 1

2017
Interfund Transfer
AI- 59719

ACCOUNT NUMBER: **7-1X00-XXX-XX-XXX-XXX-0-XXX**

CONTACT PERSON: Miguel Martinez **PHONE:** 956-292-7025 ext 5407

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:			
7-1200-431-00-121-004-0- 113	PCT 1 ADMINISTRATION	REG F/T EMPLOYEES	(29,920.00)
7-1200-431-00-121-004-0- 211	PCT 1 ADMINISTRATION	HEALTH INSURANCE	(49,236.92)
7-1200-431-00-121-004-0- 212	PCT 1 ADMINISTRATION	LIFE INSURANCE	(340.44)
7-1200-431-00-121-004-0- 220	PCT 1 ADMINISTRATION	FICA	(23,171.32)
7-1200-431-00-121-004-0- 230	PCT 1 ADMINISTRATION	RETIREMENT	(34,741.83)
7-1200-431-00-121-004-0- 250	PCT 1 ADMINISTRATION	UNEMPLOYMENT COMP	(1,817.36)
7-1200-431-00-121-004-0- 260	PCT 1 ADMINISTRATION	WORKER'S COMP	(636.08)
7-1200-391-01-000-100-0- 000	**TRANSFER IN**	**GENERAL FUND**	**(139,863.95)**
TO:			
7-1100-491-01-000-200-0- 891	**TRANSFER OUT**	**R & B FUND**	**(139,863.95)**
7-1100-452-00-121-013-0- 113	PCT 1 PARKS	REG F/T EMPLOYEES	101,119.35
7-1100-452-00-121-013-0- 211	PCT 1 PARKS	HEALTH INSURANCE	18,463.85
7-1100-452-00-121-013-0- 212	PCT 1 PARKS	LIFE INSURANCE	127.66
7-1100-452-00-121-013-0- 220	PCT 1 PARKS	FICA	7,735.63
7-1100-452-00-121-013-0- 230	PCT 1 PARKS	RETIREMENT	11,598.39
7-1100-452-00-121-013-0- 250	PCT 1 PARKS	UNEMPLOYMENT COMP	606.72
7-1100-452-00-121-013-0- 260	PCT 1 PARKS	WORKER'S COMP	212.35
		TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Transfer needed to reverse portion of interfund transfer associated with rescinded personnel actions of Exhibit A for AI-57924.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-60786 **Human Resources** **11. C.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Precinct 1 Road & Bridge (1200) / General Fund (1100):
1. Approval of various personnel related changes as per attached Exhibit A, effective the next pay period of 08/07/17.
2. Approval of various transfers.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-XX00-4XX-00-121-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding available via attached transfers.

Attachments

PAR
Exhibit A
Interdept Transfer
Interfund Transfer
Fiscal Note - Pct 1 Admin
Fiscal Note - Pct 1 CRC
Fiscal Note - Pct 1 Parks
Fiscal Note - Pct 1 Rd Maint
Fiscal Note - Pct 1 Sanitation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/20/2017 11:11 AM
Budget & Management	Veronica Ortiz	07/20/2017 11:11 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Katia Garcia		Started On: 07/20/2017 11:02 AM
Final Approval Date: 07/21/2017		

COUNTY OF HIDALGO
DEPARTMENT OF HUMAN RESOURCES

RECEIVED
JUL 18 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *Complete multiple personnel action form if department is requesting more than (3) personnel actions.*

Date: 07/17/2017

Current Slot No.: See attached Exh. A

Department Name: Pct. 1 Admin / Rd Maint. /Parks/

Current Position Title: See attached Exhibit A

Department No.: San/CRC 121-004, 121-005, 121-013, 121-001, 121-050

Requested Position Title: See attached Exhibit A

REQUEST FOR: ☐ New Position ☐ Temporary Position* ☐ Position Reclassification ☑ Other Change funding source / position title Changes

SALARY REQUEST: _____ (Current Budgeted Amount) _____ (Proposed Budgeted Amount) $ 0.00 (Net Change)

SALARY REQUEST: _____ (Current Budgeted Amount) _____ (Proposed Budgeted Amount) $ 0.00 (Net Change)

TOTAL BUDGETARY IMPACT: $ 0.00

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 _____ No. of Weeks _____

Annual Salary _____ Hourly Rate _____
Step 1 Salary / 2,080 Hours Per Year = Hourly Rate

No. of Weeks _____ x Hours per Week _____ = Total Hours _____ x Hourly Rate _____ = Budgeted Salary _____

JUSTIFICATION FOR NEW POSITION / SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Change in funding source and position title changes to meet the needs of the precinct operations.

(SEE ATTACHED LIST OF PROPOSED CHANGES OF TITLES AND FUNDING SOURCE)

Amy S Smith — Department Head — Date 7/17/17

Department of Human Resources — Date 7/19/2017

Department of Budget & Management — Date 7/20/17

HR Form: 028
Revised: 07/07/2017

Exhibit A
Hidalgo County Precinct 1
Personnel Actions

Action	Current Dept/Program	Current Slot No.	Current Position Title	Current Budgeted Salary	Proposed Dept/Program	Proposed Slot No.	Proposed Position Titled	Proposed Budgeted Salary
Change in Funding Source	121-001	0030	EQUIPMENT OPERATOR II	$33,312.00	121-005	0151	EQUIPMENT OPERATOR II	$33,312.00
Change in Funding Source	121-001	0032	MAINTENANCE II	$31,252.00	121-005	0152	MAINTENANCE II	$31,252.00
Change in Funding Source	121-001	0006	TRUCK DRIVER III	$34,692.00	121-005	0153	TRUCK DRIVER III	$34,692.00
Change in Funding Source	121-004	0018	ADMINISTRATIVE ASSISTANT IV	$43,505.00	121-005	0154	ADMINISTRATIVE ASSISTANT IV	$43,505.00
Change in Funding Source	121-004	0016	CLERK	$29,175.00	121-050	0004	CLERK	$29,175.00
Change in Funding Source	121-005	0038	EQUIPMENT OPERATOR II	$33,730.00	121-001	0042	EQUIPMENT OPERATOR II	$33,730.00
Change in Funding Source	121-005	0041	TRUCK DRIVER III	$31,793.00	121-001	0046	TRUCK DRIVER III	$31,793.00
Change in Funding Source	121-005	0049	ATTENDANT	$28,840.00	121-001	0041	ATTENDANT	$28,840.00
Change in Funding Source	121-005	0057	TRUCK DRIVER II	$28,840.00	121-001	0040	TRUCK DRIVER II	$28,840.00
Change in Funding Source	121-005	0109	CREW LEADER II	$36,608.00	121-001	0050	CREW LEADER II	$36,608.00
Change in Funding Source	121-005	0116	ACCOUNTS PAYABLE SPECIALIST I	$29,950.00	121-004	0032	ACCOUNTS PAYABLE SPECIALIST I	$29,950.00
Change in Funding Source	121-005	0120	TRUCK DRIVER III	$31,252.00	121-001	0036	TRUCK DRIVER III	$31,252.00
Change in Funding Source	121-005	0125	CREW LEADER II	$42,834.00	121-001	0043	CREW LEADER II	$42,834.00
Change in Funding Source	121-005	0134	MAINTENANCE II	$32,010.00	121-001	0051	MAINTENANCE II	$32,010.00
Change in Funding Source	121-005	0135	TRUCK DRIVER III	$37,662.00	121-001	0048	TRUCK DRIVER III	$37,662.00
Change in Funding Source	121-005	0144	TRUCK DRIVER II	$32,697.00	121-001	0037	TRUCK DRIVER II	$32,697.00
Change in Funding Source	121-013	0002	MAINTENANCE III	$42,400.00	121-005	0156	MAINTENANCE III	$42,400.00
Change in Funding Source	121-013	0008	MAINTENANCE II	$28,840.00	121-005	0159	MAINTENANCE II	$28,840.00
Change in Funding Source	121-013	0010	EQUIPMENT OPERATOR III	$31,234.00	121-005	0160	EQUIPMENT OPERATOR III	$31,234.00
Change in Funding Source	121-013	0023	TRUCK DRIVER III	$31,252.00	121-005	0155	TRUCK DRIVER III	$31,252.00
			Total Current	$671,878.00			Total Proposed	$671,878.00

Action	Current Dept/Program	Current Slot No.	Current Position Title	Current Budgeted Salary	Proposed Dept/Program	Proposed Slot No.	Proposed Position Titled	Proposed Budgeted Salary
Position Title Change	121-001	0004	ACCOUNTS PAYABLE CLERK	$36,938.00	121-001	0004	CLERK IV	$36,938.00
Position Title Change	121-001	0019	ATTENDANT	$28,840.00	121-001	0019	MAINTENANCE II	$28,840.00
Position Title Change	121-001	0034	MAINTENANCE III	$40,281.00	121-001	0034	CREW LEADER II	$40,281.00
Position Title Change	121-001	0035	MAINTENANCE III	$29,950.00	121-001	0035	MAINTENANCE II	$29,950.00
Position Title Change	121-004	0005	MAINTENANCE III	$58,350.00	121-004	0005	PROGRAM MANAGER	$58,350.00
Position Title Change	121-004	0014	ACCOUNTS PAYABLE III	$54,106.00	121-004	0014	COORDINATOR III	$54,106.00
Position Title Change	121-004	0017	EXECUTIVE ASSISTANT IV	$55,000.00	121-004	0017	PROGRAM MANAGER	$55,000.00
Position Title Change	121-005	0019	TRUCK DRIVER I	$36,248.00	121-005	0019	TRUCK DRIVER III	$36,248.00
Position Title Change	121-005	0022	EQUIPMENT OPERATOR I	$36,248.00	121-005	0022	TRUCK DRIVER III	$36,248.00
Position Title Change	121-005	0024	MAINTENANCE II	$36,248.00	121-005	0024	MAINTENANCE III	$36,248.00
Position Title Change	121-005	0044	TRUCK DRIVER I	$28,840.00	121-005	0044	TRUCK DRIVER II	$28,840.00
Position Title Change	121-005	0046	EQUIPMENT OPERATOR III	$33,809.00	121-005	0046	EQUIPMENT OPERATOR II	$33,809.00
Position Title Change	121-005	0078	DIESEL MECHANIC II	$40,838.00	121-005	0078	MECHANIC III	$40,838.00

Position Title Change	121-005	0080	MATERIAL MANAGEMENT MANAGER	$42,436.00	121-005	0080	MATERIAL SPECIALIST	$42,436.00
Position Title Change	121-005	0090	ADMINISTRATIVE ASSISTANT V	$57,680.00	121-005	0090	ADMINISTRATIVE ASSISTANT IV	$57,680.00
Position Title Change	121-005	0093	MAINTENANCE II	$28,840.00	121-005	0093	CREW LEADER I	$28,840.00
Position Title Change	121-005	0104	SHOP FOREMAN	$44,558.00	121-005	0104	SHOP FOREMAN I	$44,558.00
Position Title Change	121-005	0113	CREW LEADER I	$33,440.00	121-005	0113	MAINTENANCE III	$33,440.00
Position Title Change	121-005	0118	MAINTENANCE III	$39,253.00	121-005	0118	TRAFFIC CONTROL SUPERVISOR I	$39,253.00
Position Title Change	121-005	0127	TRUCK DRIVER I	$28,840.00	121-005	0127	TRUCK DRIVER II	$28,840.00
Position Title Change	121-005	0133	MAINTENANCE I	$28,840.00	121-005	0133	MAINTENANCE II	$28,840.00
Position Title Change	121-005	0137	MAINTENANCE III	$36,565.00	121-005	0137	TRUCK DRIVER III	$36,565.00
Position Title Change	121-005	0149	ADMINISTRATIVE ASSISTANT III	$36,117.00	121-005	0149	FOREMAN I	$36,117.00
Position Title Change	121-013	0004	ACCOUNTS PAYABLE SUPERVISOR	$41,988.00	121-013	0004	ACCOUNTS PAYABLE SUPERVISOR II	$41,988.00
Position Title Change	121-013	0007	ACCOUNTS PAYABLE CLERK	$33,114.00	121-013	0007	CLERK III	$33,114.00
Position Title Change	121-013	0012	MAINTENANCE I	$28,840.00	121-013	0012	MAINTENANCE II	$28,840.00
Position Title Change	121-013	0013	MAINTENANCE I	$28,840.00	121-013	0013	MAINTENANCE II	$28,840.00
Position Title Change	121-013	0014	MAINTENANCE I	$28,840.00	121-013	0014	MAINTENANCE II	$28,840.00
			Total Current	$1,053,887.00			Total Proposed	$1,053,887.00

Action	Current Dept/Program	Current Slot No.	Current Position Title	Current Budgeted Salary	Proposed Dept/Program	Proposed Slot No.	Proposed Position Titled	Proposed Budgeted Salary
Change Funding Source / Position Title Change	121-001	0005	MAINTENANCE III	$35,109.00	121-005	0150	BUYER II	$35,109.00
Change in Funding Source & Position Title Change	121-001	0007	EQUIPMENT OPERATOR I	$32,804.00	121-013	0027	MAINTENANCE II	$32,804.00
Change in Funding Source & Position Title Change	121-005	0039	BUYER	$30,799.00	121-004	0033	ACCOUNTS PAYABLE SPECIALIST II	$30,799.00
Change in Funding Source & Position Title Change	121-005	0053	MAINTENANCE I	$28,840.00	121-001	0047	MAINTENANCE II	$28,840.00
Change in Funding Source & Position Title Change	121-005	0096	TRAFFIC CONTROL SPECIALIST I	$28,840.00	121-013	0028	MAINTENANCE II	$28,840.00
Change in Funding Source & Position Title Change	121-005	0107	TRUCK DRIVER III	$40,314.00	121-013	0030	CREW LEADER II	$40,314.00
Change in Funding Source & Position Title Change	121-005	0114	TRAFFIC SPECIALIST II	$33,891.00	121-001	0045	MAINTENANCE III	$33,891.00
Change in Funding Source & Position Title Change	121-005	0126	MAINTENANCE II	$28,840.00	121-001	0039	SANITATION ATTENDANT II	$28,840.00
Change in Funding Source & Position Title Change	121-005	0131	MAINTENANCE III	$32,346.00	121-001	0049	SANITATION ATTENDANT II	$32,346.00
Change in Funding Source & Position Title Change	121-005	0138	ADMINISTRATIVE ASSISTANT II	$37,298.00	121-001	0038	ADMINISTRATIVE ASSISTANT III	$37,298.00
Change in Funding Source & Position Title Change	121-005	0139	MAINTENANCE I	$28,840.00	121-013	0029	MAINTENANCE II	$28,840.00
Change in Funding Source & Position Title Change	121-005	0142	MAINTENANCE II	$28,840.00	121-001	0044	SANITATION ATTENDANT II	$28,840.00
Change in Funding Source & Position Title Change	121-013	0025	TRUCK DRIVER I	$28,840.00	121-005	0157	MAINTENANCE II	$28,840.00

Change in Funding Source & Position Title Change	121-013	0026	TRUCK DRIVER I	$28,840.00	121-005	0158	TRUCK DRIVER II	$28,840.00
Change in Funding Source & Position Title Change	121-050	0002	MAINTENANCE I	$28,840.00	121-001	0052	TRUCK DRIVER II	$28,840.00
			Total Current	$473,281.00			Total Proposed	$473,281.00

DATE: July 21, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for

ACCOUNT NUMBER: 7-1100-4XX-00-121-0XX-0-XXX

CONTACT PERSON: Miguel Martinez **PHONE:** (956) 292-7025 Ext. 5407

2017
Transfer
AI-60786

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			
7-1100-452-00-121-013-0- 113	PCT 1 PARKS	REG F/T EMPLOYEES	(24,476.31)
7-1100-452-00-121-013-0- 211	PCT 1 PARKS	HEALTH INSURANCE	(5,088.46)
7-1100-452-00-121-013-0- 212	PCT 1 PARKS	LIFE INSURANCE	(35.18)
7-1100-452-00-121-013-0- 220	PCT 1 PARKS	FICA	(1,872.44)
7-1100-452-00-121-013-0- 230	PCT 1 PARKS	RETIREMENT	(2,807.43)
7-1100-452-00-121-013-0- 250	PCT 1 PARKS	UNEMPLOYMENT COMP	(146.86)
7-1100-452-00-121-013-0- 260	PCT 1 PARKS	WORKER'S COMP	(893.39)
TO			
7-1100-432-00-121-001-0- 113	PCT 1 SANITATION	REG F/T EMPLOYEES	35,157.82
7-1100-466-00-121-050-0- 113	PCT 1 CRC	REG F/T EMPLOYEES	135.29
7-1100-466-00-121-050-0- 220	PCT 1 CRC	FICA	10.35
7-1100-466-00-121-050-0- 230	PCT 1 CRC	RETIREMENT	15.52
7-1100-466-00-121-050-0- 250	PCT 1 CRC	UNEMPLOYMENT COMP	0.81
7-1100-466-00-121-050-0- 260	PCT 1 CRC	WORKERS COMP	0.28
	TOTAL BUDGET INCREASE (DECREASE)		$ (0.00)

REASON: **Transfer needed for personnel actions to be approved through AI-60786.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: July 21, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget and Management for Pct 1

2017
Interfund Transfer
AI- 60786

ACCOUNT NUMBER: **7-1X00-XXX-0X-XXX-XXX-0-XXX**

CONTACT PERSON: Miguel Martinez **PHONE:** 956-292-7025 ext 5407

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:			
7-1200-431-00-121-004-0- 113	PCT 1 ADMINISTRATION	REG F/T EMPLOYEES	(1,878.64)
7-1200-431-00-121-004-0- 220	PCT 1 ADMINISTRATION	FICA	(368.60)
7-1200-431-00-121-004-0- 230	PCT 1 ADMINISTRATION	RETIREMENT	(552.66)
7-1200-431-00-121-004-0- 250	PCT 1 ADMINISTRATION	UNEMPLOYMENT COMP	(28.91)
7-1200-431-00-121-004-0- 260	PCT 1 ADMINISTRATION	WORKER'S COMP	(10.12)
7-1200-431-00-121-005-0- 113	PCT 1 RD MAINTENANCE	REG F/T EMPLOYEES	(127,529.77)
7-1200-431-00-121-005-0- 211	PCT 1 RD MAINTENANCE	HEALTH INSURANCE	(25,442.31)
7-1200-431-00-121-005-0- 212	PCT 1 RD MAINTENANCE	LIFE INSURANCE	(175.92)
7-1200-431-00-121-005-0- 220	PCT 1 RD MAINTENANCE	FICA	(9,756.03)
7-1200-431-00-121-005-0- 230	PCT 1 RD MAINTENANCE	RETIREMENT	(14,627.66)
7-1200-431-00-121-005-0- 250	PCT 1 RD MAINTENANCE	UNEMPLOYMENT COMP	(765.18)
7-1200-431-00-121-005-0- 260	PCT 1 RD MAINTENANCE	WORKER'S COMP	(8,774.05)
7-1200-391-01-000-100-0- 000	**TRANSFER IN**	**GENERAL FUND**	**(189,909.85)**
TO:			
7-1100-491-01-000-200-0- 891	**TRANSFER OUT**	**R & B FUND**	**(189,909.85)**
7-1100-432-00-121-001-0- 113	PCT 1 SANITATION	REG F/T EMPLOYEES	121,531.26
7-1100-432-00-121-001-0- 211	PCT 1 SANITATION	HEALTH INSURANCE	30,530.77
7-1100-432-00-121-001-0- 212	PCT 1 SANITATION	LIFE INSURANCE	211.10
7-1100-432-00-121-001-0- 220	PCT 1 SANITATION	FICA	11,986.71
7-1100-432-00-121-001-0- 230	PCT 1 SANITATION	RETIREMENT	17,972.24
7-1100-432-00-121-001-0- 250	PCT 1 SANITATION	UNEMPLOYMENT COMP	940.14
7-1100-432-00-121-001-0- 260	PCT 1 SANITATION	WORKER'S COMP	6,737.63
		TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Transfer needed for personnel actions to be approved through AI-60786.**

DEPARTMENT HEAD SIGNATURE

APPROVED 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: **07/25/17** **Agenda Item:** **60786**

Summary of request/proposal:
Pct 1 Admin (1200): Approval of the following personnel actions, effective 08/07/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1200	CLERK	0016	113	29,175.00	0.00	(29,175.00)
1200	ADMINISTRATIVE ASSISTANT IV	0018	113	43,505.00	0.00	(43,505.00)
1200	ACCOUNTS PAYABLE SPECIALIST I	0032	113	0.00	29,950.00	29,950.00
1200	ACCOUNTS PAYABLE SPECIALIST II	0033	113	0.00	30,799.00	30,799.00
				72,680.00	60,749.00	(11,931.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-121-004-0-	113	PCT 1 ADMINISTRATION	REG F/T EMPLOYEES	($4,818.29)
7-1200-431-00-121-004-0-	211	PCT 1 ADMINISTRATION	HEALTH INSURANCE	$0.00
7-1200-431-00-121-004-0-	212	PCT 1 ADMINISTRATION	LIFE INSURANCE	$0.00
7-1200-431-00-121-004-0-	220	PCT 1 ADMINISTRATION	FICA	($368.60)
7-1200-431-00-121-004-0-	230	PCT 1 ADMINISTRATION	RETIREMENT	($552.66)
7-1200-431-00-121-004-0-	250	PCT 1 ADMINISTRATION	UNEMPLOYMENT COMP	($28.91)
7-1200-431-00-121-004-0-	260	PCT 1 ADMINISTRATION	WORKER'S COMP	($10.12)
			2017 Budgetary Impact	($5,778.58)

2018 Budgetary Impact ($14,308.86)

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:

Agenda Item: **60786**

Summary of request/proposal:
Pct 1 CRC (1100): Approval of the following personnel actions, effective 08/07/17 :

Fund	Position	Slot #	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	MAINTENANCE I	0002	113	$28,840.00	0.00	(28,840.00)
1100	CLERK	0004	113	$0.00	29,175.00	29,175.00
				28,840.00	29,175.00	335.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-466-00-121-050-0	113	PCT 1 CRC	REG F/T EMPLOYEES	$135.29
7-1100-466-00-121-050-0	211	PCT 1 CRC	HEALTH INSURANCE	$0.00
7-1100-466-00-121-050-0	212	PCT 1 CRC	LIFE INSURANCE	$0.00
7-1100-466-00-121-050-0	220	PCT 1 CRC	FICA	$10.35
7-1100-466-00-121-050-0	230	PCT 1 CRC	RETIREMENT	$15.52
7-1100-466-00-121-050-0	250	PCT 1 CRC	UNEMPLOYMENT COMP	$0.81
7-1100-466-00-121-050-0	260	PCT 1 CRC	WORKER'S COMP	$0.28
			2017 Budgetary Impact	$162.25

2018 Budgetary Impact $401.76

Possible Funding Sources: **Funding availabe via attached interdepartmental transfer.**

Comments:

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date:

Agenda Item: **60786**

Summary of request/proposal:
Pct 1 Parks (1100): Approval of the following personnel actions, effective 08/07/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	MAINTENANCE III	0002	113	$42,400.00	0.00	(42,400.00)
1100	MAINTENANCE II	0008	113	$28,840.00	0.00	(28,840.00)
1100	EQUIPMENT OPERATOR III	0010	113	$31,234.00	0.00	(31,234.00)
1100	TRUCK DRIVER III	0023	113	$31,252.00	0.00	(31,252.00)
1100	TRUCK DRIVER I	0025	113	$28,840.00	0.00	(28,840.00)
1100	TRUCK DRIVER I	0026	113	$28,840.00	0.00	(28,840.00)
1100	MAINTENANCE II	0027	113	0.00	$32,804.00	32,804.00
1100	MAINTENANCE II	0028	113	0.00	$28,840.00	28,840.00
1100	MAINTENANCE II	0029	113	0.00	$28,840.00	28,840.00
1100	CREW LEADER II	0030	113	0.00	$40,314.00	40,314.00
				191,406.00	130,798.00	(60,608.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-452-00-121-013-0-	113	PCT 1 PARKS	REG F/T EMPLOYEES	($24,476.31)
7-1100-452-00-121-013-0-	211	PCT 1 PARKS	HEALTH INSURANCE	($5,088.46)
7-1100-452-00-121-013-0-	212	PCT 1 PARKS	LIFE INSURANCE	($35.18)
7-1100-452-00-121-013-0-	220	PCT 1 PARKS	FICA	($1,872.44)
7-1100-452-00-121-013-0-	230	PCT 1 PARKS	RETIREMENT	($2,807.43)
7-1100-452-00-121-013-0-	250	PCT 1 PARKS	UNEMPLOYMENT COMP	($146.86)
7-1100-452-00-121-013-0-	260	PCT 1 PARKS	WORKER'S COMP	($893.39)
			2017 Budgetary Impact	($35,320.07)

2018 Budgetary Impact ($87,459.21)

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:

Agenda Item: **60786**

Summary of request/proposal:
Pct 1 Rd Maint (1200): Approval of the following personnel actions, effective 08/07/17 :

Fund	Position	Slot #	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1200	EQUIPMENT OPERATOR II	0038	113	$33,730.00	0.00	(33,730.00)
1200	BUYER	0039	113	$30,799.00	0.00	(30,799.00)
1200	TRUCK DRIVER III	0041	113	$31,793.00	0.00	(31,793.00)
1200	ATTENDANT	0049	113	$28,840.00	0.00	(28,840.00)
1200	MAINTENANCE I	0053	113	$28,840.00	0.00	(28,840.00)
1200	TRUCK DRIVER II	0057	113	$28,840.00	0.00	(28,840.00)
1200	TRAFFIC CONTROL SPECIALIST I	0096	113	$28,840.00	0.00	(28,840.00)
1200	TRUCK DRIVER III	0107	113	$40,314.00	0.00	(40,314.00)
1200	CREW LEADER II	0109	113	$36,608.00	0.00	(36,608.00)
1200	TRAFFIC SPECIALIST II	0114	113	$33,891.00	0.00	(33,891.00)
1200	ACCOUNTS PAYABLE SPECIALIST I	0116	113	$29,950.00	0.00	(29,950.00)
1200	TRUCK DRIVER III	0120	113	$31,252.00	0.00	(31,252.00)
1200	CREW LEADER II	0125	113	$42,834.00	0.00	(42,834.00)
1200	MAINTENANCE II	0126	113	$28,840.00	0.00	(28,840.00)
1200	MAINTENANCE III	0131	113	$32,346.00	0.00	(32,346.00)
1200	MAINTENANCE II	0134	113	$32,010.00	0.00	(32,010.00)
1200	TRUCK DRIVER III	0135	113	$37,662.00	0.00	(37,662.00)
1200	ADMINISTRATIVE ASSISTANT II	0138	113	$37,298.00	0.00	(37,298.00)
1200	MAINTENANCE I	0139	113	$28,840.00	0.00	(28,840.00)
1200	MAINTENANCE II	0142	113	$28,840.00	0.00	(28,840.00)
1200	TRUCK DRIVER II	0144	113	$32,697.00	0.00	(32,697.00)
1200	BUYER II	0150	113	0.00	$35,109.00	35,109.00
1200	EQUIPMENT OPERATOR II	0151	113	0.00	$33,312.00	33,312.00
1200	MAINTENANCE II	0152	113	0.00	$31,252.00	31,252.00
1200	TRUCK DRIVER III	0153	113	0.00	$34,692.00	34,692.00
1200	ADMINISTRATIVE ASSISTANT IV	0154	113	0.00	$43,505.00	43,505.00
1200	TRUCK DRIVER III	0155	113	0.00	$31,252.00	31,252.00
1200	MAINTENANCE III	0156	113	0.00	$42,400.00	42,400.00
1200	MAINTENANCE II	0157	113	0.00	$28,840.00	28,840.00
1200	TRUCK DRIVER II	0158	113	0.00	$28,840.00	28,840.00
1200	MAINTENANCE II	0159	113	0.00	$28,840.00	28,840.00
1200	EQUIPMENT OPERATOR III	0160	113	0.00	$31,234.00	31,234.00
				685,064.00	369,276.00	(315,788.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-121-005-0-	113	PCT 1 RD MAINT	REG F/T EMPLOYEES	($127,529.77)

7-1200-431-00-121-005-0-	211	PCT 1 RD MAINT	HEALTH INSURANCE	($25,442.31)
7-1200-431-00-121-005-0-	212	PCT 1 RD MAINT	LIFE INSURANCE	($175.92)
7-1200-431-00-121-005-0-	220	PCT 1 RD MAINT	FICA	($9,756.03)
7-1200-431-00-121-005-0-	230	PCT 1 RD MAINT	RETIREMENT	($14,627.66)
7-1200-431-00-121-005-0-	250	PCT 1 RD MAINT	UNEMPLOYMENT COMP	($765.18)
7-1200-431-00-121-005-0-	260	PCT 1 RD MAINT	WORKER'S COMP	($8,774.05)
			2017 Budgetary Impact	($187,070.92)

2018 Budgetary Impact ($463,223.20)

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: **7/25/17**

Agenda Item: **60786**

Summary of request/proposal:
Pct 1 Sanitation(1100): Approval of the following personnel actions, effective 08/07/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	MAINTENANCE III	0005	113	35,109.00	0.00	(35,109.00)
1100	TRUCK DRIVER III	0006	113	34,692.00	0.00	(34,692.00)
1100	EQUIPMENT OPERATOR I	0007	113	32,804.00	0.00	(32,804.00)
1100	EQUIPMENT OPERATOR II	0030	113	33,312.00	0.00	(33,312.00)
1100	MAINTENANCE II	0032	113	31,252.00	0.00	(31,252.00)
1100	TRUCK DRIVER III	0036	113	0.00	31,252.00	31,252.00
1100	TRUCK DRIVER II	0037	113	0.00	32,697.00	32,697.00
1100	ADMINISTRATIVE ASSISTANT III	0038	113	0.00	37,298.00	37,298.00
1100	SANITATION ATTENDANT II	0039	113	0.00	28,840.00	28,840.00
1100	TRUCK DRIVER II	0040	113	0.00	28,840.00	28,840.00
1100	ATTENDANT	0041	113	0.00	28,840.00	28,840.00
1100	EQUIPMENT OPERATOR II	0042	113	0.00	33,730.00	33,730.00
1100	CREW LEADER II	0043	113	0.00	42,834.00	42,834.00
1100	SANITATION ATTENDANT II	0044	113	0.00	28,840.00	28,840.00
1100	MAINTENANCE III	0045	113	0.00	33,891.00	33,891.00
1100	TRUCK DRIVER III	0046	113	0.00	31,793.00	31,793.00
1100	MAINTENANCE II	0047	113	0.00	28,840.00	28,840.00
1100	TRUCK DRIVER III	0048	113	0.00	37,662.00	37,662.00
1100	SANITATION ATTENDANT II	0049	113	0.00	32,346.00	32,346.00
1100	CREW LEADER II	0050	113	0.00	36,608.00	36,608.00
1100	MAINTENANCE II	0051	113	0.00	32,010.00	32,010.00
1100	TRUCK DRIVER II	0052	113	0.00	28,840.00	28,840.00
				167,169.00	555,161.00	387,992.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-432-00-121-001-0-	113	PCT 1 SANITATION	REG F/T EMPLOYEES	$156,689.08
7-1100-432-00-121-001-0-	211	PCT 1 SANITATION	HEALTH INSURANCE	$30,530.77
7-1100-432-00-121-001-0-	212	PCT 1 SANITATION	LIFE INSURANCE	$211.10
7-1100-432-00-121-001-0-	220	PCT 1 SANITATION	FICA	$11,986.71
7-1100-432-00-121-001-0-	230	PCT 1 SANITATION	RETIREMENT	$17,972.24
7-1100-432-00-121-001-0-	250	PCT 1 SANITATION	UNEMPLOYMENT COMP	$940.13
7-1100-432-00-121-001-0-	260	PCT 1 SANITATION	WORKER'S COMP	$6,737.63
			2017 Budgetary Impact	$225,067.66

2018 Budgetary Impact $557,310.40

Possible Funding Sources: **Funding available via attached interdepartmental and interfund transfer.**

Comments:

Hidalgo Co. Budget Office

2/3/2005

AI-60747 **Human Resources** **11. D.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

District Attorney - HIDTA CH 59 (1251):
1. Discussion, consideration, and approval of the following personnel actions, effective next full pay period of 8/07/2017:

Action	Dept. / Program	Slot #	Position Title	Proposed Budgeted Salary
Create	270-011	G041	Criminal Investigator II	$61,800.00

2. Approval of intradepartmental transfer.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1251-412-00-270-011-0-XXX

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

BUDGETARY IMPACT:

Funding available within department's budget.

Attachments

Fiscal Note
Salary Analysis
Intra Transfer
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 10:22 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Katia Garcia		Started On: 07/18/2017 03:22 PM
Final Approval Date: 07/21/2017		

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: **07/25/17**

Agenda Item: **60747**

Summary of request/proposal:
HITDA CH 59 (1251): Approval of the following personnel actions, effective next full pay period 08/07/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1251	Criminal Investigator	G041	113	0.00	61,800.00	61,800.00
				0.00	61,800.00	61,800.00

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	$24,957.69
7-1251-412-00-270-011-0-	211	HIDTA CHAPTER 59	HEALTH INSURANCE	$2,544.23
7-1251-412-00-270-011-0-	212	HIDTA CHAPTER 59	LIFE INSURANCE	$17.59
7-1251-412-00-270-011-0-	220	HIDTA CHAPTER 59	FICA	$1,909.26
7-1251-412-00-270-011-0-	230	HIDTA CHAPTER 59	RETIREMENT	$2,862.65
7-1251-412-00-270-011-0-	250	HIDTA CHAPTER 59	UNEMPLOYMENT COMP	$149.75
7-1251-412-00-270-011-0-	260	HIDTA CHAPTER 59	WORKER'S COMP	$778.68
			2017 Budgetary Impact	$33,219.85

2018 Budgetary Impact $82,258.68

Possible Funding Sources: **Funding available within department's budget.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDTA CH 59

Salaries Analysis Worksheet

7/20/2017

Acct No: 7-1251-412-00-270-011-0- HIDTA CHAPTER 59

BUDGETED

Object Code	Acct. Description	2017 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Reg F/T Employees	$249,498.00	$9,596.08	12.5	$119,950.96	$144,639.18	$24,688.22
211	Health	$23,151.90	$964.66	10.0	$9,646.63	$21,713.19	$12,066.57
212	Life	$160.08	$13.34	5.0	$66.70	$399.62	$332.92
220	FICA	$19,150.86	$736.57	12.5	$9,207.14	$12,059.95	$2,852.81
230	Retirement	$28,713.77	$1,104.38	12.5	$13,804.70	$14,182.15	$377.45
250	Unemployment	$1,502.03	$57.77	12.5	$722.13	$1,529.59	$807.46
260	Workers Comp	$5,971.00	$229.65	12.5	$2,870.67	$4,130.00	$1,259.33
TOTAL		**$328,147.64**	**$12,702.45**	**-**	**$156,268.93**	**$198,653.68**	**$42,384.75**

*Expenditures based on budgeted.

DATE: July 20, 2017

2017
Transfer

AI - 60747

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for DA

ACCOUNT NUMBER: 7-1251-412-00-270-011-0-XXX

Contact Person: Miguel Martinez **Ph#:** (956) 292-7025 Ext. 5407

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
211	HEALTH INSURANCE	113	REG F/T EMPLOYEES	269.47
211	HEALTH INSURANCE	230	RETIREMENT	2,485.20
			TOTAL	**2,754.67**

REASON:
Transfer needed for personnel changes to be approved through AI-60747.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *Complete multiple personnel action form if department is requesting more than (3) personnel actions.*

Date: 07/13/2017 Current Slot No.: _____

Department Name: District Attorney - HIDTA Current Position Title: _____

Department No.: 270 -D11 Requested Position Title: CRIMINAL INVESTIGATOR II

REQUEST FOR: ☑ New Position ☐ Temporary Position* ☐ Position Reclassification ☐ Other _____

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
SALARY REQUEST:	$ 0.00	$ 61,800.00	$ 61,800.00
SALARY REQUEST:			~~$ 0.00~~

TOTAL BUDGETARY IMPACT: $ 61,800.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Salary Adjustment ☑ Other Chapter 59 (7-1251-412-00-270-011-0)

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 | No. of Weeks

Annual Salary _____ Hourly Rate _____

Step 1 Salary / 2,080 Hours Per Year = Hourly Rate

No. of Weeks x Hours per Week = Total Hours x Hourly Rate = Budgeted Salary

JUSTIFICATION FOR NEW POSITION / SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

This position is needed to fulfill the DA - HIDTA statutory duties and objectives.

Department Head _____ Date 07/13/17

Department of Human Resources _____ Date 7/19/2017

Department of Budget & Management _____ Date 7/20/17

RECEIVED
JUL 14 2017
HUMAN RESOURCES

HR Form: 028
Revised: 07/07/2017

AI-60778 **Human Resources** **11. E.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Pct. 2 Road Maintenance (1200):
Approval, discussion and consideration of the following personnel actions effective next full pay period of 8/07/2017:

Action	Dept./Program	Slot #	Current Position Title	Proposed Position Title
Position Title Change	122-006	0101	Coordinator III	Compliance Monitor

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/20/2017 10:13 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Katia Garcia		Started On: 07/19/2017 03:18 PM
Final Approval Date: 07/21/2017		

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUL 19 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	07/19/2017	**CURRENT POSITION TITLE:**	Coordinator III
DEPARTMENT NAME:	Pct 2 Rd Maintenance	**CURRENT SLOT NO.:**	0101
DEPARTMENT NO.:	122-006	**REQUESTED POSITION TITLE:**	Compliance Monitor now

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ~~Delete Position~~ Title change fg

	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:	$ 49,597.00	~~$ 49,597.00~~ 0.00 fg	~~-$ 49,597.00~~ fg
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: ~~-$ 49,597.00~~ 0.00 fg

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other ~~Savings from deletion to fund creation of R&B position.~~ No budgetary impact fg

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)*

Precinct 2 Re-Organization plan.

* **POSITION RECLASSIFICATION COMMENTS:** *(Attach completed Reclassification Analysis Form and additional pages if needed)*

Department Head	Date 7-19-17
Department of Human Resources	Date 7/19/2017
Department of Budget & Management	Date 7/21/17

HR Form: 032 *2/9/2017*

AI-60779 **Human Resources** **11. F.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Discussion, consideration and approval for Hidalgo County Office of the County Judge to appoint Maria del Carmen Treviño as a volunteer/intern under Hidalgo County Office of the County Judge for the period of July 31, 2017 to August 18, 2017.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Internship Policy

waiver

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 01:34 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Katia Garcia		Started On: 07/19/2017 04:28 PM
Final Approval Date: 07/21/2017		

INTERNSHIP POLICY

A. PURPOSE

The purpose of this policy is to establish guidelines to offer experiential learning experiences for students in County offices and departments. This policy applies to student volunteers, interns, and externs.

B. POLICY

Hidalgo County offers volunteer opportunities, internships and externships in an effort to provide students from a wide variety of educational disciplines the opportunity to apply traditional academic classroom learning to actual work experience. The County strongly believes that internships are an important tool in recruiting, developing and retaining innovative people in local government and an important part of assisting the County in meeting the needs of today while preparing the workforce of the future.

Internship opportunities are unpaid. All placements must be approved by Commissioners' Court and approval must include the following items:

1. Job description & responsibilities

2. Placement location & supervisor name

3. Duration of internship

4. Agreement with educational institution (if applicable)

5. Any other relevant information as required by Commissioners' Court

Each participating elected official/department head will be responsible for administering the internship within their office/department and ensuring the policies and guidelines set forth herein are followed.

All interns must comply with the Hidalgo County Personnel Policy Manual and must complete the pre-employment training and enrollment requirements prior to commencing.

C. REQUIREMENTS

All interns must be citizens of the United States, or if not, must be legally authorized to work or study in the United States. Proof of citizenship or authorization will be documented during the training and orientation process. Interns must be 18 years of age or older, and must be enrolled in an institution of higher education. Interns must complete an internship application and agreement, and must meet the pre-employment training and enrollment requirements. Interns must sign a Waiver of Liability Release, agreeing to assume any risk of injury that may occur while rendering services to the County. The internship application, resume, and signed internship agreement will be kept on file by the Human Resources Department.

D. UNPAID INTERNSHIPS

1. Unpaid interns may be accepted on a volunteer basis. Unpaid interns may be appointed or may be selected through the Human Resources Department announcement and selection process. All unpaid internship placements must be approved by Commissioners' Court.

2. Unpaid interns are considered "Volunteers," receive no compensation or benefits, are not covered under worker's compensation, and must sign a Waiver of Liability Release agreement prior to commencing the internship.

3. Hidalgo County may enter into an agreement with an educational institution to provide college credit or required work experience for the internship, as applicable. The units of

credit earned for participating are authorized and conferred by the school of attendance. All agreements with educational institutions must be approved by Commissioners' Court.

4. Interns who are interested in seeking to gain work experience in a specific field or area may choose to independently volunteer as an unpaid intern. In such instances, students may or may not receive credit from the educational institution they attend.

E. TRAINING & ORIENTATION

Prior to beginning an intern assignment all interns will be required to meet the pre-employment training and enrollment requirements.

All interns , will be provided a copy of the Hidalgo County Personnel Policy Manual, must complete the pre-employment training and enrollment requirements prior to commencing, and will sign all relevant forms and acknowledgments , including but not limited to, personnel policy acknowledgement, harassment, nondiscrimination, and waiver of liability release form (as applicable).

The participating elected official/department head will be responsible for orienting interns to the organization.

Orientation should include:

- A list of expectations, job duties and goals;
- Departmental-specific policies and procedures;
- A list of the resources available to the intern (i.e., a workstation that has been set up for the intern, supplies and items needed by the intern); and
- Any other relevant information for the intern to be successful in the performance of their job duties

F. STANDARDS OF CONDUCT

All interns must abide by the standards of conduct as outlined in the Hidalgo County Personnel Policy Manual, and are responsible for complying with the required standards of conduct.

All interns are required to conduct themselves in a professional manner at all times and adhere to the Hidalgo County Personnel Policy Manual when dealing with sensitive matters and confidential information. Interns must maintain professional attire, hygiene and grooming in a professional business-like manner that is appropriate to the field of placement and which reflects positively on the County.

If any policy or standard of conduct is violated by the intern during the internship period, the intern will be terminated at the discretion of the County.

G. EVALUATION

All interns maybe provided with ongoing feedback on how well they are meeting the goals and expectations of their position. If applicable, the participating elected official/department head will be responsible for providing with the necessary feedback.

H. TERMINATION/COMPLETION

All interns are considered at-will placements, and the placement can be terminated at any time at the discretion of the County.

Upon completion of the internship period, interns are not automatically entitled to a paid position within the County.

I. REFERENCE

"Internship Agreement and Waiver of Liability"

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, Maria Del Carmen Trevino, agree to participate in an internship with The County of Hidalgo, Texas , as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and I am a student at Souther Career Institute.

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Internship Policy and the Personnel Policy Manual I understand that I will not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement and this internship is at-will and that I may be terminated at any time at the discretion of the County.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my internship with Hidalgo County. I hereby release, waive, discharge and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against Hidalgo County or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by this instrument to exempt and release, indemnify and hold harmless Hidalgo County and any of its employees, its elected or appointed officials, employees and agents for any personal injury, property damage, or wrongful death cause by negligence.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AN INTERNSHIP AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.

Maria Del Carmen Trevino
Signature

7/20/17
Date

AI-60837 **Urban County** **12. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of Precinct No. 2 is requesting authority to purchase furniture for the Community Resource Center (CRC) Youth Facility Project. Purchase will be made from K-Log, Inc. (contract # 503-16) through Hidalgo County's membership/participation with Buyboard. The total amount of purchase is $19,072.98 (quote attached) funded thru UCP FY 29 (2016) Other Public Facilities funds.

BACKGROUND

The furniture will be utilized at the Community Resource Center (CRC) Youth Facility Project. See attached quote.

Vendor: K-Log, Inc.
Purchase Amount: $19,072.98
Funds Available: $157,964.00 FY 29 (2016) Other Public Facilities

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Fiscal Impact

Attachments

CRC Price Proposal/Quote

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 02:03 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Olga Lerma		Started On: 07/21/2017 11:42 AM

Final Approval Date: 07/21/2017

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 **Person Contacted:** Heidi De Vries

Purchase #1 **Vendor Name:** K-Log **Contract No. :** 503-16 **Phone:** 800-872-6611

Quantity	Description of Items	List price	Total Amount
6	MAT-48R Spark Markerboard Activity Table: Round (48" Diameter) Red	$174.00	$1,044.00
4	APT-3060 Vibrant Shaped Activity Table - Rectangle 60"Wx30"D: Laminate Finish: Gray Nebula Edge/Frame Color: Red	$144.00	$576.00
5	Vibrant Shaped Activity Table - Round 48": Laminate Finish: Gray Nebula Edge/Frame Color: Red	$164.00	$820.00
10	Vibrant Shaped Activity Table - Rectangle 60"Wx30"D: Laminate Finish: Gray Nebula Edge/Frame Color: Blue	$139.00	$1,390.00
6	Spark Markerboard Activity Table: Rectangle (60"Wx30"D): Red	$169.00	$1,014.00
112	Triumph Series: Stack Chair - 18"H Red	$44.00	$4,928.00
60	Triumph Series: Stack Chair - 18"H Blue	$44.00	$2,640.00
14	Triumph Series: Stack Chair - 18"H Black	$44.00	$616.00
6	Triumph Series: Stack Chair - 18"H Yellow	$44.00	$264.00
4	Interval Series Triple Bench: Midnight	$238.00	$952.00
1	Midtown Office Collection L Shaped Desk with Hutch - Bordeaux/Slate	$869.00	$869.00
2	Bilancio Mesh Task Chair with T-Arms	$80.00	$160.00
1	Silhouette Two-Student Desk with Laminate Top 48"Wx20"D: black	$159.00	$159.00
1	Buyboard, TX # 503-16 Discount	($1,003.08)	($1,003.08)
	Shipping		$4,644.06

TOTAL:	**$19,072.98**

Recommendation: Purchase of furniture for the San Juan Youth Center (CRC).

Requested by: Erika Zamora Date 7/20/17 **UCP Approval:** Date

K-LOG

K-Log, Inc.
1224 W. 27th St.
P.O. Box 5
Zion, IL 60099

Phone: 800-872-6611
Fax: 847-872-3728
Email: info@k-log.com

PURCHASER:

Alfredo Mata

Customer
Phone: 956-655-9108
Fax:
Email: fmata@pharrkids.org

SHIPPING ADDRESS:

Alfredo Mata
North San Juan Community Resource Center
509 E Earling Rd
San Juan TX 78589

QUOTE

Q17-169218

Customer #:
Quote Date: 6/26/2017
Valid Thru: 8/10/2017
Est Delivery In: 4-40 Days

Quote Prepared By:
Heidi De Vries

ITEM	OPTIONS	QTY	YOUR PRICE (Inc. Options)	EXT PRICE
MAT-48R Spark Markerboard Activity Table: Round (48" Diameter) Ship Via: Truck Assembly: Assembly Required	Est. delivery in 29-40 days after order date. Height Option: Standard Height - 20-1/2 in. to 29-1/2 in. H Color Combination (Edge/Frame): Red	6	$174.00	$1,044.00
APT-3060 Vibrant Shaped Activity Table - Rectangle 60"Wx30"D Ship Via: Truck Assembly: Assembly Required	Est. delivery in 29-40 days after order date. Height Option: Standard Laminate Finish: Gray Nebula Edge/Frame Color: Red	4	$144.00	$576.00
APT-48R Vibrant Shaped Activity Table - Round 48" Ship Via: Truck Assembly: Assembly Required	Est. delivery in 29-40 days after order date. Height Option: Standard Laminate Finish: Gray Nebula Edge/Frame Color: Red	5	$164.00	$820.00
APT-3060 Vibrant Shaped Activity Table - Rectangle 60"Wx30"D Ship Via: Truck Assembly: Assembly Required	Est. delivery in 29-40 days after order date. Height Option: Standard Laminate Finish: Gray Nebula Edge/Frame Color: Primary Blue	10	$139.00	$1,390.00
MAT-6030 Spark Markerboard Activity Table: Rectangle (60"Wx30"D) Ship Via: Truck Assembly: Assembly Required	Est. delivery in 29-40 days after order date. Height Option: Standard Height - 20-1/2 in. to 29-1/2 in. H Color Combination (Edge/Frame): Red	6	$169.00	$1,014.00
OSCS-18 Triumph Series: Stack Chair - 18"H Ship Via: Truck Assembly: Fully Assembled	Est. delivery in 30-32 days after order date. Poly Shell Color: Red	112	$44.00	$4,928.00
OSCS-18 Triumph Series: Stack Chair - 18"H Ship Via: Truck Assembly: Fully Assembled	Est. delivery in 30-32 days after order date. Poly Shell Color: Blue	60	$44.00	$2,640.00
OSCS-18 Triumph Series: Stack Chair - 18"H Ship Via: Truck	Est. delivery in 30-32 days after order date. Poly Shell Color: Black	14	$44.00	$616.00

Assembly: Fully Assembled				
OSCS-18 Triumph Series: Stack Chair - 18"H Ship Via: Truck Assembly: Fully Assembled	Est. delivery in 30-32 days after order date. Poly Shell Color: Yellow	6	$44.00	$264.00
MAC-T Interval Series Triple Bench Ship Via: Truck Assembly: Assembly Required	Est. delivery in 4-9 days after order date. B/O Thru 6/30/2017 Vinyl Color: Midnight	4	$238.00	$952.00
BFC-3-A Midtown Office Collection L-Shaped Desk with Hutch - Ship Via: Truck Assembly: Assembly Required	Est. delivery in 7-13 days after order date. Color Combination: Bordeaux/Slate	1	$869.00	$869.00
BOSB-5-A Bilancio Mesh Task Chair with T-Arms Ship Via: UPS Assembly: Assembly Required	Est. delivery in 5-7 days after order date.	2	$80.00	$160.00
SED-48L Silhouette Two-Student Desk with Laminate Top 48"Wx20"D Ship Via: Truck Assembly: Assembly Required	Est. delivery in 7-12 days after order date. Color Combination (Top/Edge): Standard: Wild Cherry/Black Frame Finish: Black	1	$159.00	$159.00
CONTRACT-0207 BuyBoard , TX #503-16 School,Office,Science,Library Assembly: Assembly Required		1	($1,003.08)	($1,003.08)

Estimated delivery in 4-40 days.

SHIPMENT DETAILS		
Typically Ships From	Ship Method	Weight
Jacksonville, FL 32206 Includes: Liftgate	OldDominion	2860 lbs
Lac-Megantic, Quebec G6B2C3 Includes: Liftgate	Yellow	351 lbs
Commerce, CA 90040 Includes: Tailgate Delivery	UPS	50 lbs
Holly Springs, NC 27540 Includes: Liftgate	ABF	236 lbs
Birmingham, AL 35217 Includes: Liftgate	ABF	2496 lbs
Plano, TX 75086 Includes: Liftgate	ABF	75 lbs

Sub Total:	$14,428.92
Tax:	$0.00
Shipping:	$4,644.06
Total:	$19,072.98

We are pleased to submit the above quotation for your consideration. All quotations are contingent upon the availability of materials and all other causes beyond our control. Typographical errors are subject to correction. PLEASE NOTE: Prices and delivery

charges are for the models and quantities listed. Delivery charges are based on delivery to the shipping address shown above and are for standard dock to dock tailgate delivery unless otherwise indicated. This quote is valid for 45 days. If I can be of further assistance, please call me. Thank you! Heidi ext. 148

K-Log, Inc.
P.O. Box 5
Zion, IL 60099

Phone: 800-872-6611
Fax: 847-872-3728
Email: info@k-log.com

PURCHASER:

Alfredo Mata

Customer
Phone: 956-655-9108
Fax:
Email: fmata@pharrkids.org

Quote #: Q17-169218
Rep: Heidi De Vries
Date: 7/12/2017

CUSTOM-BUILT & NON-RETURNABLE ITEMS ACKNOWLEDGEMENT

The products listed cannot be returned for reasons other than product defect, imperfection or freight damage.
Due to inconsistencies in the printing process and monitor color variations,
we encourage customers to examine FREE physical samples.
This signed Non-Returnable Form is required before we can process your order.

ITEM	OPTIONS	
SED-48L Silhouette Two-Student Desk with Laminate Top 48"Wx20"D	Color Combination (Top/Edge): Standard: Wild Cherry/Black Frame Finish: Black	☐ Send me a FREE color/finish sample of this selection.

☐ ***I understand that the above products are custom-built and non-returnable for reasons other than product defect, imperfection or freight damage.***

If you DO NOT WISH TO RECEIVE SAMPLES, please check this box:

☐ ***I waive my right to receive samples for this order.***

_____
Printed Name

_____
Signature

Where should we send the FREE samples?

☐ Use the "Purchaser" name and address above.

Attn: _____

Company: _____

Address: _____

_____

_____

PLEASE RETURN THIS COMPLETED FORM TO:

K-Log, Inc.
P.O. Box 5
Zion, IL 60099

Fax: 847-872-3728
Email: heidi@k-log.com

Thank You!

FW: K-Log Quote #Q17-169218

From: Connie Burkett

To: monica.leal@co.hidalgo.tx.us

Cc: diana.serna@co.hidalgo.tx.us antonio.barco@co.hidalgo.tx.us patricio.avila@co.hidalgo.tx.us

K-Log.PDF (76.9 KB) Preview | Download | Briefcase | Remove
K-Log_Non-Returnable_Form.PDF (60.3 KB) Preview | Download | Briefcase | Remove
K-Log_BuyBoard_FAQ.pdf (862.4 KB) Preview | Download | Briefcase | Remove

Download all attachments
Remove all attachments

Monica,

Because we utilize a proposal process for all of our contracts, the discount percentages shown on BuyBoard are . discounts than required under the contract, and the pricing is considered in compliance.

The quotes are in compliance with the vendor's award under BuyBoard Contract 503-16.

Respectfully,

Connie W. Burkett, *CTSBS*
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Wednesday, July 12, 2017 3:01 PM
To: Connie Burkett <Connie.Burkett@tasb.org>
Cc: Diana Serna <diana.serna@co.hidalgo.tx.us>; Antonio Barco <antonio.barco@co.hidalgo.tx.us>; patricio avila <patricio.
Subject: Fwd: K-Log Quote #Q17-169218

Good afternoon Ms. Burkett,

Need your assistance with the attached quote received from K-log! I had done my price verification based on the price lists p
According to the vendor, they will not be updating the list price, so they decided to provide an additional discount on the quc

RMT-454	Raynor	Chairs	Interlude Standard-Function Mid-Back Managerial Chair	Featuring a choice of three styles, the Interlude Managerial Task Chair comes in High-Back and Mid-Back Multi-Function designs or Mid-Back Standard-Function design with choice of four stylish fabric upholstery colors to work with any office setting. Flame	EA	49	179.55	http://k-log.com/product-rmt-454
CLTC-16C	Community	Chairs	All Wood Arch-Back Americana Library Chair (16"H)	Impeccable design with your choice of seven rich wood finishes, the Americana All Wood Arch-Back Library Chair features a classic steam-bent arched chair back and contoured seat for style and comfort that works in any environment. American-made with solid	EA	23	179.55	http://k-log.com/product-cltc-c
MAT-48R	Allied Plastics	Tables	Spark Markerboard Activity Table: Round (48" Diameter)	Instantly enhance any learning environment with the fabulous Round Markerboard Activity Table. Finished with laminate and coated with a gloss-white dry erase finish, the work surface has a protective vinyl edge and added support from backer sheet for dura	EA	100	179.55	http://k-log.com/product-mat-r
ELE-LYB	RightAngle	Accessories	Swivel Keyboard Tray for Pinnacle Sit/Stand Tables	Maximize performance with the Optional Swivel Keyboard Tray for your Pinnacle Sit/Stand Tables and Desks from K-Log, with an easy to install design that joins with the table providing instant keyboard and mouse support. The mouse platform has a stop-edge	EA	18	179.55	http://k-log.com/product-ele-lyb
PAD-632	Paperflow	Storage, Tables	Add-A-Tier Sorter 6-Compartment Organizer	Maximize storage, drawer, and display space to the maximum with the Add-A-Tier 6-Compartment Organizer. The modular sorter is easily assembled due to its snap-together process that requires no tools. Made of durable injection-molded polystyrene, the organ	EA	14	179.55	http://k-log.com/product-pad-632

APT-3060	Allied Plastics	Tables	60"Wx30"D Vibrant Children's Activity Table	The Vibrant Rectangular Children's Activity Table offers traditional style and classroom support, in your choice of junior-height or standard-height adjustable height-range and many tabletop sizes to suit any location and need. The adjustable legs have ch	EA	90	132.05	http://k-log.com/product-apt-rec
DRL-8484	Draper	AV Equipment: Projector Screens	Premium Classroom Projection Screen: 84"Wx84"H - A/V Format	This series of premium classroom projection screens have a matte white viewing surface that is constructed of tear-proof material which reflects light more evenly for visual clarity from any angle. Manufactured with eco friendly and low-emission materials	EA	28	132.05	http://k-log.com/product-drl-m
BLC-801	Boss Office Products	Chairs	Button-Tufted Leather Executive High-Back Chair	Traditional style for any location, the Button-Tufted Leather Executive High-Back Chair features a 5-prong mobile base with adjustable pneumatic height and tilt controls for improved personal comfort. Built-in armrests offer support and style, and the cus	EA	49	132.05	http://k-log.com/product-blc-801
QWS-73024A	Quantum	Accessories	Upright Wire Shelving Add-On - 30"Wx24"Dx74"H	Use this Upright Wire Shelving Add-On - 24"Dx74"H to affordably add to existing storage capacity. The National Sanitation Foundation has approved this item, and it is appropriate for a wide range of industrial and commercial applications. The all-welded s	EA	64	132.05	http://k-log.com/product-qws-7424a
BOBC-15L	Boss Office Products	Chairs	Chervil Series Vinyl-Upholstered Banquet Chair - 4 Pack	Welded for strength with reinforced stacking frame, the Chervil Series Vinyl-Upholstered Banquet Chair offers outstanding durability and style at an affordable K-Log price. The thick 2" seat cushion contains high-density foam for long-lasting support and	EA	59	132.05	http://k-log.com/product-bobc-15l

GBS-CT	OFM	Tables	Celestial Beam Reception Seating: Coffee Table	Classic functional design with a contemporary style, the Celestial Beam Reception Seating Coffee Table has a four-leg base with durable rectangular tabletop, built to last. The tabletop features high-pressure laminate finish for lasting style and smooth s	EA	41	151.05	http://k-log.com/product-gbs-ct
APT-48R	Allied Plastics	Tables	48" Vibrant Round Children's Activity Table	Classic style with contemporary options, the Vibrant Round Children's Activity Table comes in four sizes with adjustable-height for flexible use. The tables adjust in 1"-increments with a choice to order standard-height or junior-height tables for a bette	EA	80	151.05	http://k-log.com/product-apt-rnd
WFL-CA	Wooden Mallet	Chairs	Crescent Oak Lounge Armchair - Sled Base	Comfort and style in an affordable design, the USA-made Crescent Oak Lounge Group Armchair offers a sleek, solid oak frame with smooth edges and your choice of wood finishes. Choose from the available upholstery options, including stain-resistant fabric a	EA	33	151.05	http://k-log.com/product-wfl-ca
SGT-AB26	Diversified Woodcrafts	Benches	Graphic Arts Bench - 26"H	Complete your art room, classroom, or community center with the coordinated Drawing/Graphic Art Bench that works with either the laminate or hardwood Drawing/Graphic Art Tables. This convenient seat is perfect when paired with the taller art tables and co	EA	29	151.05	http://k-log.com/product-sgt-ab
BSD-MD	Bush Business Furniture	Accessories	Enterprise Office Series: Multi-Purpose Drawer	Convenient storage with versatile options, the Enterprise Office Series Multipurpose Drawer is custom-made to enhance your Enterprise Office Series desk arrangement with durable construction and easy installation in a coordinated finish for a stylish matc	EA	17	151.05	http://k-log.com/product-bsd-md

MAT-6030	Allied Plastics	Tables	Spark Markerboard Activity Table: Rectangle (60"Wx30"D)	Enhanced for maximum efficiency, the Rectangle Markerboard Activity Table offers premium-quality construction and accommodates virtually any user several height-ranges. Choose the size that best suits your needs, including convenient wheelchair accessible	EA	100	174.80	http://k-log.com/product-mat
RECL-BTGC	Regency	Chairs	Crusoe Big & Tall Leather Side Chair	Enjoy a new level of seating style and comfort in your office with the Crusoe Big & Tall Leather Side Chair. Designed specifically with the larger and taller individuals in mind, the Crusoe features a spacious 29"x20" seat and is 17" in height. Rubber saf	EA	40	174.80	http://k-log.com/product-recl-btgc
SBSR-15OT	Safco	Trash Cans	Touch-of-Class Fire-Safe Trash Receptacle: 15-Gallon Open Dome-Top	Enjoy green features and an attractive, durable design with the 15-Gallon Open Dome-Top Touch-of-Class Fire-Safe Trash Receptacle. The fire-safe, puncture-resistant steel ensures that you don't have to worry about toxic fumes, burning, or melting. Double-	EA	22	174.80	http://k-log.com/product-sbsr-15ot
OEFL-34	Office Star Products	Chairs	Privilege Executive Chair - Eco-Leather	Feel like a King or Queen while sitting in comfort in the stylish and practical Privilege Executive Chair - Eco-Leather. Designed to minimize the pain associated with sitting all day, this chair is complete with everything from a 5" thick padded contoured	EA	67	174.80	http://k-log.com/product-oefl-34
CKB-30R	KFI Seating	Tables	Courant Breakroom Table - 30" Round	Furnish your breakroom, lounge, or cafe in style with the Courant Breakroom Table, featuring a single steel post pedestal with round stabilizing base and Round Tabletop designed for contemporary decor. The round tabletop is finished in durable laminate fo	EA	51	174.80	http://k-log.com/product-ckb-r

IRBA-ES1	Ironwood	Accessories	Balea Bookcase Shelf (1" Thick)	Expand your bookshelf to hold more books with the Balea Bookcase Shelf. The bookcase shelf features rich wood-grain laminate, clean lines, and lovely matching edges, ensuring the shelf complements any decor you have in place. Both 3/4" and 1" thicknesses	EA	12	43.70	http://k-log.com/product-irba-esh
USS-9	Boss Office Products	Chairs	Soft Fabric Upholstered Armless Guest Chair	High-quality construction with simplified design and attractive style, the Soft Upholstered Armless Guest Chair is shipped fast with a 6-year manufacturer warranty for added buyer confidence with or without arms to suit your location and need. Featuring a	EA	21	43.70	http://k-log.com/product-uss-9
OSCS-18	Scholar Craft	Chairs	Triumph 18"H Stack Chair	Make hosting public events, class lectures and creative group meetings easier with this Triumph 18"H Stack Chair, which is made of durable heavy duty injection-molded polypropylene. The sculpted shell provides lumbar support to ensure comfort, and the rei	EA	11	43.70	http://k-log.com/product-oscs-18
OSCS-16	Scholar Craft	Chairs	Triumph 16"H Stack Chair	Premium construction with strong, heavy-gauge steel frame, the Triumph Stack Chair makes a fun addition to modern classrooms and comes with a choice of updated colors to complement current decor. The steel frame is assembled with steel brackets, concealed	EA	9	43.70	http://k-log.com/product-oscs-st
FUT-048	Studio Designs	Accessories	Drafting Kit for Ultra-Mod Chair	Reduce pressure and improve all-day comfort with the customized Drafting Kit for the Ultra-Mod Chair. The Drafting Kit includes a durable steel round footring with scratch-resistant chrome finish for lasting appearance and shine. The footring connects wit	EA	5	43.70	http://k-log.com/product-fut-048

OCR3-L37	OFM	Reception Desks	McCormick Reception Station - L-Shaped 48"Wx37"D	The L-Shaped McCormick Reception Station is the ideal solution for greeting clients, guests and patients in corporate offices, museum halls, and other such settings. It is a freestanding unit constructed from; a vinyl covering, acrylic panel inserts and s	EA	152	825.55	http://k-log.com/product-ocr3-l
DKC-7910	DMI Furniture	Storage	Prominence Series: Center Bookcase	These durable bookcases are included in our Prominence Office Series collection, which consists of quality wood and wood veneers in an English Cherry finish color. The decorative wood moldings add a traditional look that is sure to set these bookcases apa	EA	185	825.55	http://k-log.com/product-dkc-7910
BFC-3-A	Bestar	Desks	Midtown Office Collection L-Shaped Desk with Hutch - Assembled Pedestal	Workspace and storage in a convenient, space-maximizing unit, the Midtown Office Collection L-Shaped Desk with Hutch includes an under-desk storage and filing pedestal and an above-desk storage hutch that assembles vertically for space-saving setup and us	EA	351	825.55	http://k-log.com/product-bfc-lhsp
SETC-131	Stevens Industries	Science Lab Furniture	I.D.Systems Science Tall Cabinet - 18"W Six-Shelf Display Unit with Left Hinge Door	Create attractive storage space in a classroom, office or science lab with the I.D.Systems Science Tall Cabinet - Six-Shelf Display Unit 18"W. The display cabinet provides six shelves for additional storage. Adjust five of the shelves for optimal space sa	EA	405	826.50	http://k-log.com/product-setc-1318
SETC-130	Stevens Industries	Science Lab Furniture	I.D.Systems Science Tall Cabinet - 18"W Six-Shelf Display Unit with Right Hinge Door	Create attractive storage space in a classroom, office or science lab with the I.D.Systems Science Tall Cabinet - Six-Shelf Display Unit 18"W. The display cabinet provides six shelves for additional storage. Adjust five of the shelves for optimal space sa	EA	405	826.50	http://k-log.com/product-setc-1318

BOCD-32-L	Boss Office Products	Chairs	Appeal Microfiber Deluxe Posture Chair with Loop Arms	Enhanced with Loop Arms, the Appeal Microfiber Deluxe Posture Chair features comfort-focused design features to support all-day use. Available in your choice of fabric styles, the chair contains a cushioned waterfall seat for improved leg comfort and leg	EA	27	76.00	http://k-log.com/product-bocd-32-l
OSRM-5	Office Star Products	Tables	Featherweight Resin Multi-Purpose Table - 5'	Indoor, outdoor, home, office - the versatile Featherweight Resin Multi Purpose Table - Rectangle, is ideal for virtually any situation or event. Featuring a sleek design that makes set up and clean up a breeze, this table is also extremely lightweight. l	EA	30	76.00	http://k-log.com/product-osrm-568
BOSB-5-A	Boss Office Products	Chairs	Bilancio Mesh Task Chair with T-Arms	Our chic Bilancio Mesh Task Chair enhanced with T-Arms complements virtually any professional setting in high-quality style with a breathable mesh backrest, curved for natural posture support and a host of adjustable comfort control settings to improve al	EA	25	76.00	http://k-log.com/product-bosb-5-a
OKST-AL24	Allied Plastics	Stools	24"H Solid Hardwood Stool	The 24 inch solid hardwood stool is a wonderful option for a wide range of reasons. This solid hardwood eco friendly parawood with durable water based finish make for a stool that is both beautiful and strong. With full perimeter seat support and added st	EA	13	76.00	http://k-log.com/product-okst-al24
SAET-PMOD	Safco	Accessories	Pull-Up Power Module with USB for Electric Height-Adjustable Tables	The Pull-Up Power Module with USB for Electric Height-Adjustable Tables conveniently adds plug-in locations for these tables, which are adjustable for height. A surge suppressor, with a power indicator light, shows when the power module is on guard for vo	EA	3	76.00	http://k-log.com/product-saet-pmod

RMC-12	Safco	Chairs	Rave Mesh-Covered Ball Chair - 12"	If you're looking for the type of high quality and wholly unique seating solution that will allow you to put your own unique stamp on your environment, look no farther than the Rave Mesh Covered Ball Chair. It features an innovative design that allows for	EA	14	151.05	http://k-log.com/product-rmc-12
MG-W48	Magnuson Group	Storage	Steel Wall-Mounted Coat Rack: Hanger-Style (48"W)	Keep coats and jackets securely out of the way with the Steel Wall-Mounted Coat Rack / Hanger-Style, which is sleek and modern in design. Made in the USA, this coat rack features one or more sustainable features, is composed of sturdy chrome-plated steel	EA	15	151.05	http://k-log.com/product-mg-w
SED-48L	Smith System	Desks	Silhouette Two-Student Desk with Laminate Top 48"Wx20"D	Keep everyone focused on the task at hand with the Silhouette Two-Student Desk with Laminate Top, designed to be heavy-duty and reliable for years to come. Designed to be contemporary in style and reliably built with a cantilevered frame design and a conv	EA	75	151.05	http://k-log.com/product-sed-2l
SPR-L81	Safco	Trash Cans	Hinge Top Steel Recycling Receptacle (26"H)	Keep inside and outside areas clean with this 26"H Hinge-Top Steel Recycling Receptacle with a steel base. Its top has been designed to take a variety of items: newspaper, glass, cans or waste. The construction includes a security wire that conveniently h	EA	34	151.05	http://k-log.com/product-spr-l81
CLTC-18B	Community	Chairs	Wood Slat-Back Americana Library Chair (18½"H)	Made in the US and reinforced for durability, the Wood Slat-Back Americana Library Chair provides a sturdy, solid wood frame in your choice of seven finishes applied in a premium three-step staining process for long-lasting shine. The chair legs have nick	EA	20	151.05	http://k-log.com/product-cltc-b

Phone: 800-695-2919
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K-Log, Inc.[X]

Price Range
Show all prices

Category
None Selected

Contract
Furniture - School, Office, Science, Library & Dormitory[X]

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	P
K-Log, Inc.	5% Discount Off www.k-log.com for All Science Furniture. Line Item 5	Pricing Sheet	$C
K-Log, Inc.	5% Discount Off www.k-log.com for All School Furniture. Line Item 4	Pricing Sheet	$C

Extended Product Information

Reference Number: Q15-151813

Vendor Website: http://www.k-log.com

Full Description: 5% Discount Off of www.k-log.com for All School Furniture. Line Item 4

K-Log, Inc.	5% Discount Off www.k-log.com for All Other Furniture. Line Item 13	Pricing Sheet	$C
K-Log, Inc.	5% Discount Off www.k-log.com for All Office Furniture. Line Item 3	Pricing Sheet	$C
K-Log, Inc.	5% Discount Off www.k-log.com for All Moveable Walls and Partitions. Line Item 14	Pricing Sheet	$C
K-Log, Inc.	5% Discount Off www.k-log.com for All Modular Furniture, New. Line Item 6	Pricing Sheet	$C
K-Log, Inc.	5% Discount Off www.k-log.com for All Lockers and Locker Products. Line Item 9	Pricing Sheet	$C
K-Log, Inc.	5% Discount Off www.k-log.com for All Library Furniture. Line Item 2	Pricing Sheet	$C

Additional Resources

Vendor	Description	Pricing Sheet	P
K-Log, Inc.	5% Discount Off www.k-log.com for All Filing Cabinets. Line Item 8	Pricing Sheet	$0

Showing 1 to 9 of 9 entries

First Previous 1 Next Last

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Vendor Contract Information

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Vendors
K-Log, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
Furniture - School, Office, Science, Library & Dormitory[X]

Additional Resources

Vendor Name:	K-Log, Inc.
Address:	1224 W 27th St Zion, IL 60099
Phone Number:	(800) 872-6611
Email:	orders@k-log.com
Website:	http://www.k-log.com
Federal ID:	36-3435253
Contact:	Courtney Sutton
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Furniture - School, Office, Science, Library & Dormitory
Contract Description:	Full line of auditorium seating; library, office, school, science, modular, dormitory, courtroc church funiture; filing cabinets; lockers; moveable wall/partitions; window treatments; service/repair & installation
Contract#:	503-16
Effective Date:	04/01/2016
Expiration Date:	03/31/2019
Payment Terms:	Net 30 days
Delivery Days:	10
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
Contract Exceptions:	See Extended Exceptions
Quote Reference Number:	Q15-151813
Return Policy:	Returns require prior approval, unauthorized returns will not be accepted, some custom l are non-returnable

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**
Extended Exceptions:	**Click to view Vendor Extended Exceptions Documents**

K-LOG
Since 1984
Office and Educational Furniture

BuyBoard®
Purchasing Co-Op

What is BuyBoard?

A National Purchasing Co-Op: The BuyBoard National Purchasing Cooperative is a nationwide purchasing Co-Op that was formed between the National School Boards Association (NSBA) and several state school board associations to streamline the buying process for schools, municipalities and other public entities. BuyBoard was developed to comply with state laws that require governmental entities to make purchases from an approved list of vendors who have gone through a competitive procurement process. Membership Registration with BuyBoard is FREE. BuyBoard gives members the advantage of leveraging the Cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping through the use of the BuyBoard electronic purchasing application.

K-Log offers a 5% discount to BuyBoard members.

Who Can Join BuyBoard?

Check with your Purchasing Manager: Generally, publicly funded schools, colleges and governmental organizations are allowed to become BuyBoard members. This includes local, municipal and county government agencies. Churches, private and charter schools, daycare centers and nonprofit organizations are also eligible. However, certain states restrict membership for some governmental entities. Membership qualification is specific to your home state, so verify that your state's purchasing law allows for the operation of purchasing Co-Ops. This information is available on their website at www.buyboard.com

Can We Be A Member Of More Than One Co-Op?

Yes, membership is allowed in BuyBoard and other Co-Ops: Many organizations are members of BuyBoard, as well as additional Co-Ops and purchasing contracts. This offers the benefits of a wide product selection from multiple approved vendors.

Can Membership Be Done Online?

Register online in a few simple steps: Membership registration can be done online. Just go to BuyBoard's website at www.buyboard.com and click on the "How To Join" link. But it's always best to check with your purchasing administrator to confirm what the statutes are in your particular jurisdiction. Membership is free.

As A Member, Are We Restricted To Only Purchase From BuyBoard?

No, you still have purchasing choices: If your organization becomes a member of the BuyBoard purchasing Co-op you are still free to purchase from your choice of vendors. You are not restricted to making purchases solely through the Co-Op. Being a member of a national Co-Op is non-exclusive, so the choice is yours as to who you order from.

How Do We Place Our Order On BuyBoard?

Order through BuyBoard's online member portal: Simply submit your purchase order through BuyBoard's online member portal. We encourage our BuyBoard members to first contact us for a formal quote, including shipping, before submitting your PO through BuyBoard.

Available on BuyBoard® National Purchasing Cooperative

BuyBoard Members
5%
Discount

Contract # 503-16
Expiration Date:
3/31/2018

K-Log, Inc.
PO Box 5
Zion, IL 60099

Fed ID # 36-3435253
DUNS # 12-232-2316

k-log.com
For Sales &
Customer Service:
800.872.6611
Fax: 847.872.3728
info@k-log.com

Which K-Log item categories are available through BuyBoard?

The majority of the items K-Log sells are available to purchase through one of the categories awarded.

These include:

- **Science Furniture**
- **Office Furniture**
- **Movable Walls & Partitions**
- **Lockers & Locker Products**
- **Church & Religious Furniture**
- **Courtroom Furniture**
- **School Furniture**
- **Other Furniture**
- **Modular Furniture, New**
- **Library Furniture**
- **Filing Cabinets**

What product items are not included in the BuyBoard contract with K-Log?

There are a few product lines that are not available through BuyBoard, but are available directly from K-Log.

These include:

- **Dry-Erase Markers & Cleaners**
- **First Aid Cabinets**
- **Monitor Mounts**
- **Music Stands & Stand Dollies**
- **Retro-Fit Markerboard Kits**
- **Audio Visual Equipment and Accessories (Cameras, Projectors, Headsets, PA Systems & Projection Screen Accessories)**
- **Trash Cans/Receptacles**
- **Microscopes**
- **Wagons**
- **Desk Accessories (Stands & Organizers)**
- **Outdoor Furniture**

While these items are not offered from K-Log through BuyBoard, products from these categories are still available directly from K-Log. To purchase the products listed above, you will need to issue a separate Purchase Order and place that order directly with K-Log. To find out if a particular product is available from K-Log, to get a quote or to request a catalog, call us at 800-872-6611 or visit our website at www.k-log.com .

Zimbra monica.leal@co.hidalgo.tx.us

FW: K-Log Quote #Q17-169218

From : Connie Burkett <Connie.Burkett@tasb.org> Wed, Jul 12, 2017 04:27 PM
Subject : FW: K-Log Quote #Q17-169218 4 attachments
To : 'monica.leal@co.hidalgo.tx.us' <monica.leal@co.hidalgo.tx.us>
Cc : 'diana.serna@co.hidalgo.tx.us' <diana.serna@co.hidalgo.tx.us>, 'antonio.barco@co.hidalgo.tx.us' <antonio.barco@co.hidalgo.tx.us>, 'patricio.avila@co.hidalgo.tx.us' <patricio.avila@co.hidalgo.tx.us>

Monica,

Because we utilize a proposal process for all of our contracts, the discount percentages shown on BuyBoard are *minimum discount amounts*. Vendors are always allowed to give larger discounts than required under the contract, and the pricing is considered in compliance.

The quotes are in compliance with the vendor's award under BuyBoard Contract 503-16.

Respectfully,

Connie W. Burkett, *CTSBS*
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Wednesday, July 12, 2017 3:01 PM
To: Connie Burkett <Connie.Burkett@tasb.org>
Cc: Diana Serna <diana.serna@co.hidalgo.tx.us>; Antonio Barco <antonio.barco@co.hidalgo.tx.us>; patricio avila <patricio.avila@co.hidalgo.tx.us>
Subject: Fwd: K-Log Quote #Q17-169218

Good afternoon Ms. Burkett,

Need your assistance with the attached quote received from K-log! I had done my price verification based on the price lists provided in Buyboard. However, I came across some items that the prices are different. According to

the vendor, they will not be updating the list price, so they decided to provide an additional discount on the quote. Can you please advise if these items are in compliance with their contract?

Thank you,

Monica Leal
956-787-8127

From: "Heidi De Vries" <heidi@K-LOG.COM>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Wednesday, July 12, 2017 2:47:30 PM
Subject: K-Log Quote #Q17-169218

Attached is the quote you requested. Please contact me if you have any questions.

We accept purchase orders from Public Schools, Colleges, Government entities or customers who have previously established an account. Private institutions/businesses require 100% prepayment.

When ordering please include the following:

- All applicable color choices or options.
- Catalog & Customer Number (found on the back cover, upper left hand corner), if applicable.
- A copy of this quotation or reference Quote Number.
- **The completed and signed "Non-Returnable Items Acknowledgement Form."**

We look forward to doing business with you.

Thank you!

Heidi

Heidi De Vries
800-872-6611 Ext. 148
847-872-3728 (Fax)

K-Log, Inc.
1224 27th Street
Zion, IL 60099

Visit K-Log online at: http://k-log.com

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image001.png
19 KB

K-Log.PDF

77 KB

K-Log_Non-Returnable_Form.PDF
60 KB

K-Log_BuyBoard_FAQ.pdf
862 KB

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:
2017-238949

Date Filed:
07/19/2017

Date Acknowledged:
07/21/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

K-Log, Inc.
Zion, IL 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 Texas

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.

5016-92-00300-5000-9200
Office/School Furniture

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.
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Zion, IL United States

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County of Hidalgo Texas

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5016-92-00300-5000-9200
Office/School Furniture

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF ILLINOIS
CHRISTINE DAWN VANDENBOSCH
"OFFICIAL SEAL"
My Commission Expires
February 10, 2019

Lisa Johnson
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said K-LOG, INC., this the 19th day of July, 20 17, to certify which, witness my hand and seal of office.

Christine D. VandenBosch — CHRISTINE D. VANDENBOSCH — SECRETARY-TREASURER
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-60646 **Urban County** **12. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. "Subject to: HB 1295 Compliance." Urban County Program on behalf of the City of La Villa is requesting approval of a best and final negotiated contract for professional engineering services with LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services, in the amount of $76,040.00 utilizing CDBG FY 26 & 27 (2013 & 2014) La Villa Water/Sewer Improvement funds.

2. Approval of Work Authorization No. 1 for LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services in the amount of $76,040.002. Approval of Work Authorization No. 1 for LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services in the amount of $76,040.00

BACKGROUND

Hidalgo County Commissioner's Court approved authority to negotiate contract with the firm LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services for the purpose of professional engineering services for the 2014 La Villa Water/Sewer Improvements Project. See attached negotiated contract and Work Authorization No. 1.

Contract Amount : $ 76,040.00

Available Funds: $ 389.05 2013 Water/Sewer Improvements
$255,634.60 2014 Water/Sewer Improvements
$256,023.65

Approved as to form
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On: July 5, 2017

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban Co. funds.

Attachments

Laz Camrea, LLC dba Fulcrum Insurance

Laz Camrea, LLC dba Fulcrum Agreement, Form 1295 & Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/17/2017 03:53 PM
Ivan Cantu	Ivan Cantu	07/21/2017 03:19 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Olga Lerma Started On: 07/07/2017 02:10 PM

Final Approval Date: 07/21/2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: ANGEL ALEMAN/ CYNTHIA SALINAS	
StateFarm ANGEL G ALEMAN 101 S MAIN ST LA FERIA, TX 78559	PHONE (A/C, No, Ext): 956-797-2881	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
LAZ CAMREA, LLC DBA FULCRUM CONSULTING SERVICES 207 EAST MAGNOLIA AVE LA FERIA, TX 78559	INSURER A : State Farm Lloyds Insurance Company	
	INSURER B : State Farm Mutual Insurance Company	
	INSURER C : Texas Mutual Insurance Company	
	INSURER D : State Farm Fire and Casualty Company	
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			90-B4-W575-5	08/12/2016	08/12/2017	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 $ $ 5,000 $ $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			200 3651-F27-53B	06/27/2017	12/27/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SBP-001240295-20130713	08/13/2016	08/13/2017	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	ARCHITECTS AND ENGINEERS PROFESSIONAL LIA INS POLICY			PS0000004408901	08/30/2016	08/30/2017	LIMIT OF LIA PER TOTAL LIMIT OF LIA	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

URBAN COUNTY PROGRAM
427 E DURANTE STE 107
ALAMO, TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **25th day of July, 2017** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **LAZCAMREA, LLC dba Fulcrum Consulting Services** of La Feria, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is responsible for procuring **"Engineering Services"** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of professional engineers is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from professional engineers to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified engineering firms from response to the Request for Qualifications (RFQ) to provide the Services for the **City of La Villa – Water/Sewer Improvements Project**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. **Scope of Services.** The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 25, 2017,** and will expire **July 25, 2018** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer's Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared

under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D",

attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement

to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

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

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return

receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: **Hidalgo County Urban County**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **LAZCAMREA, LLC dba Fulcrum Consulting Services**
Attn: Dan Campos P.E.,
207 E. Magnolia Ave.
La Feria, 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 addresses or, if mailed at such time as it is deposited in the United States mail.

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

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

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

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

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

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

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: July 25, 2017

ENGINEER:
LAZCAMREA, LLC dba Fulcrum Consulting Services

By: _____

Printed Name Dan Campos

Title: P.E. – Vice President

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
By: Stephen L. Crain, Attorney
On this:_____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

FULCRUM
CONSULTING SERVICES
PLANNERS * ENGINEERS * ARCHITECTS

RECEIVED
MAY 11 2017
Urban County Program

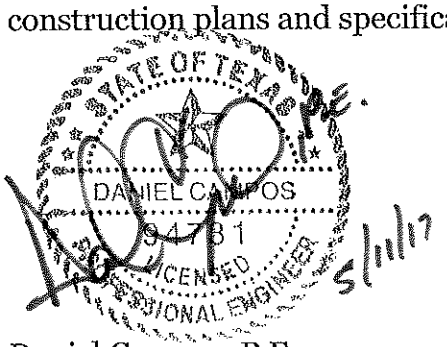
City of La Villa
200,000 Gallon Elevated Storage Tank
Scope of Services

The scope of work for the project involves the construction of a new all steel pedestal elevated water storage tank. The 200,000 gallon elevated tank is needed to ensure reliable water pressure to the residents of La Villa.

Fulcrum Consulting Services scope of work will include the following engineering, planning and design work:

- Design of the elevated tank and meter house.
- Engineer the extension of water facilities to the elevated tank.

In addition to design phase services, Fulcrum Consulting Services scope of work will also include geotechnical and material testing during construction. Our office proposes to convey these improvements to the City of La Villa into a set of contract documents, construction plans and specifications.



Daniel Campos, P.E.
Fulcrum Consulting Services
F-12369

EXHIBIT C

-Engineer Contract Rates

Planning & Engineering	
Classification	**Billing Rate**
Principal	**$150.00**
Project Engineer	**$140.00**
Design Engineer	**$110.00**
Engineering Technician	**$65.00**
CAD Tech.	**$60.00**
Admin.	**$50.00**

Geotechnical Engineering	
	Billing Rate
Principal	**$135.00**
Drilling Sub.	**$110.00**
Project Engineer	**$95.00**
Technician	**$40.00**
Admin. Assist.	**$25.00**

Construction Phase Material Testing	
	Billing Rate
Technician	**$40.00**
Principal	**$135.00**
Project Engineer	**$95.00**
Admin. Assist.	**$35.00**

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ _____professional engineers of _____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **Professional Engineering Services**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section __ of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Purchase Order Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1** .

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____.

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

THE ENGINEER:

_____
By: Dan Campos, P.E – Vice President

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____ _____Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **201___** concerning Engineering for **Professional Engineering Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
LAZCAMREA, LLC dba Fulcrum Consulting Services

_____
By: Dan Campos, P.E. -Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: ANGEL ALEMAN/ CYNTHIA SALINAS
StateFarm ANGEL G ALEMAN 101 S MAIN ST LA FERIA, TX 78559	PHONE (A/C, No, Ext): 956-797-2881 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds Insurance Company	
INSURER B : State Farm Mutual Insurance Company	
INSURER C : Texas Mutual Insurance Company	
INSURER D : State Farm Fire and Casualty Company	
INSURER E :	
INSURER F :	

INSURED
LAZ CAMREA, LLC DBA FULCRUM
CONSULTING SERVICES
207 EAST MAGNOLIA AVE
LA FERIA, TX 78559

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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			90-B4-W575-5	08/12/2016	08/12/2017	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 $ $ 5,000 $ $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			200 3651-F27-53B	06/27/2017	12/27/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP-001240295-20130713	08/13/2016	08/13/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	ARCHITECTS AND ENGINEERS PROFESSIONAL LIA INS POLICY			PS0000004408901	08/30/2016	08/30/2017	LIMIT OF LIA PER TOTAL LIMIT OF LIA	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

URBAN COUNTY PROGRAM
427 E DURANTE STE 107
ALAMO, TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

List of Vehicles

Vehicle	Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
1	2015 CHEVROLET SILVERADO	1GCRCPEH6FZ323365	*For this commercial vehicle, contact your agent for a full review of drivers.*	
		Vehicle Body Type: Pickup, Vehicle Use: Other Business Use, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 50 miles, Annual Distance Driven: 10000 miles, Gross Vehicle Weight, Manufacturer's Suggested Retail Price, Year Business established: 2012		
2	2015 CHEVROLET SILVERADO	1GC1KVEG7FF550304	*For this commercial vehicle, contact your agent for a full review of drivers.*	
		Vehicle Body Type: Pickup, Vehicle Use: Business Use - Sales calls, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 100 miles, Annual Distance Driven: 15000 miles, Gross Vehicle Weight, Manufacturer's Suggested Retail Price, Year Business established: 2012		

Vehicle	Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
3	2008 FORD E150	1FTNE14W08DB52831	*For this commercial vehicle, contact your agent for a full review of drivers.*	
		Vehicle Body Type: Sport/Passenger Van, Vehicle Use: Service/Contractors, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 25 miles, Annual Distance Driven: 6000 miles, Manufacturer's Suggested Retail Price, Year Business established: 2012		
4	2015 CHEVROLET 1500	3GCUKREC1FG186462	*For this commercial vehicle, contact your agent for a full review of drivers.*	
		Vehicle Body Type: Pickup, Vehicle Use: Other Business Use, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 50 miles, Annual Distance Driven: 30000 miles, Gross Vehicle Weight, Manufacturer's Suggested Retail Price, Year Business established: 2012		

Vehicle	Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
3	2012 CHEVROLET SUBURBAN	1GNSCJE05CR241185	*For this commercial vehicle, contact your agent for a full review of drivers.*	
		Vehicle Body Type: Sport Wagon, Vehicle Use: Service/Contractors, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 200 miles, Annual Distance Driven: 5000 miles, Manufacturer's Suggested Retail Price, Year Business established: 2012		
4	2015 CHEVROLET TAHOE	1GNSCBKC7FR705666	*For this commercial vehicle, contact your agent for a full review of drivers.*	
		Vehicle Body Type: Sport Wagon, Vehicle Use: Service/Contractors, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 100 miles, Annual Distance Driven: 8000 miles, Manufacturer's Suggested Retail Price, Year Business established: 2012		

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
2016 JEEP WRANGLER	1C4BJWEG8GL250867	*For this commercial vehicle, contact your agent for a full review of drivers.*	
	Vehicle Body Type: Sport Wagon, Vehicle Use: Business Use - Sales calls, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 50 miles, Annual Distance Driven: 20000 miles, Manufacturer's Suggested Retail Price, Year Business established: 2012		

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LAZCAMREA, LLC dba Fulcrum Consulting Services** professional engineers of La Feria Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **Professional Engineering Services**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$ 76,040.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 4 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1_____ shall be funded through funding source:
Account No. 5013/14-45-0310-5000-4500
Purchase Order Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1** .

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on July 11, 2017 as indicated below and effective as of **July 25, 2017 .**

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

THE ENGINEER:

_____
By: Dan Campos, P.E – Vice President

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.
By: _____
Stephen L. Crain, Attorney
On this:_____

CITY OF LA VILLA

Project Name: Water Improvements (200,000 Gal. Elevated Storage Tank Project)

Planning & Engineering	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.
101 - Project Adminstration	37	27	27	26	31	0	25
101- Field Work & Design Critieria	28	29	34	30	30	35	29
101 - Final Design	32	27	39	36	32	37	31
101 - Construction	0	27	0	22	28	25	27
TOTAL HOURS	97	110	100	114	121	97	112
BILLING RATE	$150.00	$140.00	$110.00	$65.00	$60.00	$60.00	$50.00
SUBTOTAL - LABOR COST	$14,550.00	$15,400.00	$11,000.00	$7,410.00	$7,260.00	$5,820.00	$5,600.00
TOTAL ENGINEERING							$67,040.00

Geotechnical Engineering (Design Phase)	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.
101 - Project Adminstration	0	0	0	0	20
101- Field Work & Design Critieria	0	12	0	24	0
101 - Final Design	11	0	13	0	0
101 - Construction	0	0	0	0	0
TOTAL HOURS	11	12	13	24	20
BILLING RATE	$135.00	$110.00	$95.00	$40.00	$25.00
SUBTOTAL - LABOR COST	$1,485.00	$1,320.00	$1,235.00	$960.00	$500.00
TOTAL ENGINEERING					$5,500.00

Construction Phase Material Testing	Technician	Principal	Project Engineer	Admin. Assist.
101 - Project Adminstration	0	0	0	7
101- Field Work & Design Critieria	0	3	9	0
101 - Final Design	0	0	0	0
101 - Construction	14	5	8	0
TOTAL HOURS	14	8	17	7
BILLING RATE	$40.00	$135.00	$95.00	$35.00
SUBTOTAL - LABOR COST	$560.00	$1,080.00	$1,615.00	$245.00
TOTAL ENGINEERING				$3,500.00

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

RECEIVED
MAY 11 2017
Urban County Program

May 1, 2017

Mrs. Monica Leal
UCP Project Coordinator
City of Edcouch
427 E. Duranta, Suite 107
Alamo, TX 78516

Re: City of La Villa – 200,000 Gal. Elevated Storage Tank Project
UCP - Best & Final Offer

Mrs. Leal,

Our best and final offer for Engineering Services for this project is $76,040.00. Our scope of services for this project includes basic engineering, design geotechnical services and construction materials testing. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,
Fulcrum Consulting Services

P.E.

Daniel Campos, P.E.

XC: Mr. Arnie Amaro – City Administrator, City of La Villa, Tx.
Fulcrum Consulting Services – Office File

Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

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:
2017-155066

Date Filed:
01/17/2017

Date Acknowledged:
05/12/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LAZCAMREA, LLC DBA Fulcrum Consulting Services
Harlingen, 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.

Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5014-45-0310-5000-4500
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
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:
2017-155066

Date Filed:
01/17/2017

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
LAZCAMREA, LLC DBA Fulcrum Consulting Services
Harlingen, 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.**
Urban County Program

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
5014-45-0310-5000-4500
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

LESLIE ANN SALINAS
Notary ID # 128829419
My Commission Expires
February 18, 2020

AFFIX NOTARY STAMP / SEAL ABOVE

Leslie Ann Salinas
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Daniel Campos, this the 17th day of January, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Daniel Campos
Printed name of officer administering oath

Senior Project Manager
Title of officer administering oath

RE: Professional Services Agreement

From: Steve Crain

To: Monica Leal

The agreement is OK however some of the insurance policies will soon expire.

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Wednesday, July 05, 2017 12:02 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Professional Services Agreement

I'm sorry. Please see attachment.

Monica Leal

From: "Steve Crain" <scrain@atlashall.com>
To: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
Sent: Wednesday, July 5, 2017 11:59:48 AM
Subject: RE: Professional Services Agreement

Your attachment is not the agreement.

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Wednesday, July 05, 2017 11:14 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Diana Serna <diana.serna@co.hidalgo.tx.us>; Antonio Barco <antonio.barco@co.hidalgo.tx.us>; patricio avila <patricio.
Subject: Re: Professional Services Agreement

Good morning Mr. Crain,

Attached is the agreement with the list of scheduled autos also included.

Thank you,

Monica Leal

From: "Steve Crain" <scrain@atlashall.com>
To: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
Sent: Monday, July 3, 2017 4:13:55 PM

AI-60739 **Urban County** **12. C.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to HB 1295 Compliance, Urban County Program, on behalf of Hidalgo County Precinct No. 1, is requesting approval of a best and final negotiated contract in the amount of $10,710.97 with Raba Kistner, Inc. for geotechnical and construction material testing services for the Delta Area Connector/East Lateral Project (Phase II) funded by the General Land Office (GLO).

BACKGROUND

Raba Kistner has submitted a best and final offer for the required construction material testing services for the Delta Area Connector/ East Lateral Project which consists of geotechnical and construction material testing services. Raba Kistner was the highest ranked firm by Commissioner's Court on 06/27/2017. See attached contract, letter of best and final offer, scope of services, and certificate of liability insurance.

Geo-Tech Firm: Raba Kistner Consultants, Inc.
Contract Amount:$10,710.97

TOTAL: $ 10,710.97

GLO Account Number: 6540-62-0309-5200-6200 Phase II

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban Co. Funds

Attachments

Agreement-Raba Kistner-Delta Area Connector/East Lateral

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/18/2017 02:40 PM
Ivan Cantu	Ivan Cantu	07/21/2017 03:22 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Sandra Regalado Started On: 07/18/2017 11:08 AM

Final Approval Date: 07/21/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **25th day of July, 2017** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Raba Kistner Consultants, Inc.** of **McAllen,** a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services; and

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **Delta Area Connector East Lateral Project (Phase II).**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer

agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 25, 2017,** and will expire **July 25, 2018** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement term, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" attached to this Agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and

goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any County or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

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

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

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

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto,

including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: **HIDALGO COUNTY URBAN COUNTY PROGRAM**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **RABA-KISTNER CONSULTANTS, INC.**
Attn: Isidoro Arjona, P.E. PMP, Vice President
800 E. Hackberry,
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 addresses or, if mailed at such time as it is deposited in the United States mail.

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

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

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

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

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

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

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ENGINEER:
RABA KISTNER CONSULTANTS, INC.

By: _____

Printed Name Isidoro Arjona, P.E. PMP

Title: Vice President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: July 25, 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On: February 6, 2017

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

RABA KISTNER
CONSULTANTS

PMD17-025-00
February 24, 2017

Raba Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Mr. P.R. Avila II, Assistant Deputy Director
Hidalgo County – Urban County Program
427 E. Duranta Avenue
Alamo, Texas 78516

RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. 1 GLO Flood & Drainage Improvements Project Known as the Delta Area Connector / East Lateral Project Phase II
Hidalgo County, Texas

Dear Mr. Avila:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project. **RKCI is the Geotechnical Engineer of record for this project and would be a valuable team member during the construction of this project.**

Our opinion of probable cost of additional services for this project is as follows:

Phase II:	$ 21,220.10
Previously Awarded:	$ 10,509.13
Amount Needed to Complete Project	**$ 10,710.97**

Our proposed scope of services and estimated item quantities are REVISED based upon our interpretation of the updated project plans and specifications downloaded from the DropBox website link provided to us via electronic-mail transmittal on Monday, August 3, 2015, from Mr. Oscar Cancino, P.E. with Dos Logistics, Inc., the civil engineering firm, and Thursday, January 17, 2017 from Mr. Eduardo Mendez with Dos Logistics, Inc., and are without the aide of the general contractor's schedule. Please note that this proposal also reflects our understanding of the modification of the precast concrete type structures to the cast-in-place concrete type structures. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable within 30 days upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/EA

Attachments: Basic Charges
Project Data Sheet
Standard Terms and Conditions
Schedule of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

EXHIBIT C

-Engineer Contract Rates

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) _____ 1.00 /hour(s)

   Vehicle Trip Charge _____ $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. GLO Flood & Drainage Improvements Project Known as the
Delta Area Connector / East Lateral Project Phase II
Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$223.25	each	3	$669.75
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$81.50	each	3	$244.50
3. Sieve Analysis -200	$55.00	each	2	$110.00
4. Sieve Analysis - Flexible Base Material	$55.00	each	1	$55.00
5. Technician Time Sampling	$47.75	hour	8	$382.00
6. Proof Rolling Observation	$47.75	hour	6	$286.50
7. Field Density Test - Roadway Crossings (Assume 12 Densities / Roadway Crossings)	$20.50	each	36	$738.00
8. Technician Time - Density Testing - Roadway	$47.75	hour	18	$859.50
9. Vehicle Travel Charge	$46.75	trip	12	$561.00
Subtotal				**$3,906.25**
Concrete for CIP Structures (Boxes, Headwalls & Wingwalls)				
1. Concrete Compressive Strength Tests	$15.00	each	160	$2,400.00
2. Technician Time for Concrete Testing	$47.75	hour	102	$4,870.50
3. Air Content	$28.00	each	32	$896.00
4. Vehicle Travel Charge - Sampling	$46.75	trip	24	$1,122.00
5. Technician Time - Pick Up Specimens	$47.75	hour	56	$2,674.00
6. Vehicle Travel Charge - Pick Up	$46.75	trip	24	$1,122.00
Subtotal				**$13,084.50**
Asphalt: Resurface and Recontruction				
1. Asphaltic Concrete Laydown Observation	$57.25	hour	18	$1,030.50
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$275.50	each	3	$826.50
3. Maximum Theoretical Specific Gravity of Asphalt	$101.00	each	3	$303.00
4. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$2,300.25**
Other:				
1. Overtime Technician Charge	$71.63	hour		
2. Project Administration(Markup of Invoiced Billing Cycle)	10%			$1,929.10
Subtotal				**$1,929.10**
			GRAND TOTAL	**$21,220.10**

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.

4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

14. **LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF $100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,**

15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

    Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

    Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.

22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Proposal No. PMD17-025-00
February 24, 2017

Attachment II

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, _____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Construction material testing engineer services**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$**_____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No._____ shall be funded through funding source:
Account No. _____
PURCHASE ORDER NUMBER: _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. _____.**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
DIANA R. SERNA, UCP DIRECTOR

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____day of _____, 201_____.

THE ENGINEER:

_____
By: Isidoro Arjona, P.E. PMP

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", a **Raba Kistner Consultants, Inc.,** Professional Engineers of **McAllen,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ **20** ____ concerning Engineering for **Construction Material Testing Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

_____

By: Isidoro Arjona, P.E. PMP

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2017

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: Nancy Pruski
Catto & Catto LLP One Alamo Center 106 S. St. Mary's Street, Ste. 800 San Antonio TX 78205	PHONE (A/C, No, Ext): 210-222-2161 x 262 FAX (A/C, No): 210-222-1618 E-MAIL ADDRESS: npruski@catto.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287	INSURER A : Travelers Indemnity of America	25666
	INSURER B : Travelers Casualty Ins Co of	19046
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1644617727 **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 X Contract. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			630-6H263592-TAI-16	10/1/2016	10/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $0
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			P-810-6H263592-TAI-16	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-6H31004A-43-G	10/1/2016	10/1/2017	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
A	Auto Physical Damage			P-810-6H263592-TIA-16	10/1/2016	10/1/2017	Comp. Deductible Collision Deductible	$1,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project Name: Hidalgo County Urban County Program GLO Contract #12-406-000-6453 / DRS210068 Delta Area Connector / East Lateral Drainage Ph I, II, and IIIRK Project No: AMD15-071-00

CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 E. Duranta Avenue
Alamo TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wortham San Antonio Inc. 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	CONTACT NAME: Cindy Rains PHONE (A/C, No, Ext): 210-249-2325 FAX (A/C, No): 210-223-2806 E-MAIL ADDRESS: cindy.rains@worthaminsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Allied World Assurance Co (US) Inc	19489
INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 36642693 **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 W'D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made Policy Form			03097073	7/18/2017	7/18/2018	$1,000,000 Each Claim $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Hidalgo County Urban County Program GLO Contract #12-406-000-6453 / DRS210068 Delta Area Connector / East Lateral Drainage Project, Phase I, II and III

CERTIFICATE HOLDER

Dept 5410

Hidalgo County Urban County
427 East Duranta Ave, Suite 107
Alamo TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE John L. Wortham & Son L.P.

John L. Wortham & Son, L.P.

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AGENCY CUSTOMER ID: 22RABAKCON

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Wortham San Antonio Inc.		Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249
POLICY NUMBER		
03097073		
CARRIER	NAIC CODE	EFFECTIVE DATE: 7/18/2017
Allied World Assurance Co (US) Inc	19489	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Hidalgo County Urban County

ADDRESS: 427 East Duranta Ave, Suite 107 Alamo TX 78516

Additional Named Insureds:

Raba Kistner Consultants Inc
Raba Kistner Infrastructure Inc
Raba Kistner Environmental Inc
Raba Kistner Facilities Inc
Raba Ingenieros S. de R. L. de C. V.
Project Control of Texas Inc
PC Sports Inc

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ATTACHMENT

WORK AUTHORIZATION NO. 1

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the "**Owner**," and, **Raba-Kistner Consultants, Inc.** professional engineers of **McAllen ,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **Construction material testing engineer services for Delta Area Connector East Lateral Project (Phase II).**

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$10,710.97**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "A".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **4** of the Agreement.

PART 4. FUNDING
WORK AUTHORIZATION NO. **1** shall be funded through funding source:
ACCOUNT NO. _____
PURCHASE ORDER NUMBER: _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scope of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1 .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
DIANA R. SERNA, UCP DIRECTOR

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on July 25, 2017 as indicated below and effective as of **25th day of July, 2017** .

THE ENGINEER:

_____
By: Isidoro Arjona, P.E. PMP, Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

Exhibit A: Cost Proposal : (Best & Final Offer Letter & Cost Breakdown)

PMD17-025-00
February 24, 2017

EXHIBIT "A"

RABA KISTNER CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Mr. P.R. Avila II, Assistant Deputy Director
Hidalgo County – Urban County Program
427 E. Duranta Avenue
Alamo, Texas 78516

RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. 1 GLO Flood & Drainage Improvements Project Known as the
Delta Area Connector / East Lateral Project Phase II
Hidalgo County, Texas

Dear Mr. Avila:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project. **RKCI is the Geotechnical Engineer of record for this project and would be a valuable team member during the construction of this project.**

Our opinion of probable cost of additional services for this project is as follows:

Phase II:	$ 21,220.10
Previously Awarded:	$ 10,509.13
Amount Needed to Complete Project	**$ 10,710.97**

Our proposed scope of services and estimated item quantities are REVISED based upon our interpretation of the updated project plans and specifications downloaded from the DropBox website link provided to us via electronic-mail transmittal on Monday, August 3, 2015, from Mr. Oscar Cancino, P.E. with Dos Logistics, Inc., the civil engineering firm, and Thursday, January 17, 2017 from Mr. Eduardo Mendez with Dos Logistics, Inc., and are without the aide of the general contractor's schedule. Please note that this proposal also reflects our understanding of the modification of the precast concrete type structures to the cast-in-place concrete type structures. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable within 30 days upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/EA

Attachments: Basic Charges
Project Data Sheet
Standard Terms and Conditions
Schedule of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) _____ 1.00 /hour(s)

   Vehicle Trip Charge _____ $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. GLO Flood & Drainage Improvements Project Known as the
Delta Area Connector / East Lateral Project Phase II
Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$223.25	each	3	$669.75
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$81.50	each	3	$244.50
3. Sieve Analysis -200	$55.00	each	2	$110.00
4. Sieve Analysis - Flexible Base Material	$55.00	each	1	$55.00
5. Technician Time Sampling	$47.75	hour	8	$382.00
6. Proof Rolling Observation	$47.75	hour	6	$286.50
7. Field Density Test - Roadway Crossings (Assume 12 Densities / Roadway Crossings)	$20.50	each	36	$738.00
8. Technician Time - Density Testing - Roadway	$47.75	hour	18	$859.50
9. Vehicle Travel Charge	$46.75	trip	12	$561.00
Subtotal				**$3,906.25**
Concrete for CIP Structures (Boxes, Headwalls & Wingwalls)				
1. Concrete Compressive Strength Tests	$15.00	each	160	$2,400.00
2. Technician Time for Concrete Testing	$47.75	hour	102	$4,870.50
3. Air Content	$28.00	each	32	$896.00
4. Vehicle Travel Charge - Sampling	$46.75	trip	24	$1,122.00
5. Technician Time - Pick Up Specimens	$47.75	hour	56	$2,674.00
6. Vehicle Travel Charge - Pick Up	$46.75	trip	24	$1,122.00
Subtotal				**$13,084.50**
Asphalt: Resurface and Recontruction				
1. Asphaltic Concrete Laydown Observation	$57.25	hour	18	$1,030.50
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$275.50	each	3	$826.50
3. Maximum Theoretical Specific Gravity of Asphalt	$101.00	each	3	$303.00
4. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$2,300.25**
Other:				
1. Overtime Technician Charge	$71.63	hour		
2. Project Administration(Markup of Invoiced Billing Cycle)	10%			$1,929.10
Subtotal				**$1,929.10**
			GRAND TOTAL	**$21,220.10**

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.

4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

14. **LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF $100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,**

15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

    Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

    Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.

22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

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:
2017-177028

Date Filed:
03/09/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Raba Kistner, 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.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

6540-62-0309-5200-6200-UCP-AVF
Phase II (Round 2.1) Construction Materials Engineering and Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Raba, Gary W.	San Antonio, TX United States	X	
Raba, William L.	San Antonio, 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.

ROSIE OLEARY
Notary Public, State of Texas
Comm. Expires 07-05-2020
Notary ID 12017766

Gary W Raba
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary W. Raba, this the 10th day of March, 20 17, to certify which, witness my hand and seal of office.

Rosie O'Leary — Signature of officer administering oath
Rosie O'Leary — Printed name of officer administering oath
Notary — 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:
2017-177028

Date Filed:
03/09/2017

Date Acknowledged:
06/06/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Raba Kistner, 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.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

6540-62-0309-5200-6200-UCP-AVF
Phase II (Round 2.1) Construction Materials Engineering and Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, Gary	San Antonio, TX United States	X	
Raba, William	San Antonio, 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-60767 **Urban County** **12. D.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Public Hearing regarding the FY 2017-2018 Hidalgo County Urban County Program's One Year Action Plan for Program Year (30).

BACKGROUND

The Annual Action Plan for Fiscal Year 2017-2018 is based on a budget of $9,530,456.00. The allocation is as follows:

ALLOCATION EXPECTED P.I. TOTAL
CDBG: $7,153,530.00 $ 37,467.00 $7,190,997.00
HOME: $1,588,893.00 $100,000.00 $1,688,893.00
ESG (Emergency Solutions Grant): $ 650,566.00 $ 0.00 $ 650, 566.00
$9,392,989.00 $137,467.00 $9,530,456.00

A draft copy of the Annual Workplan was made available for public review at the Urban County Program office, All city and precinct offices and County website for a fifteen day comment period beginning on June 24, 2017 and ending on July 10, 2017. All comments received will be noted in the final work plans submitted to HUD.

Fiscal Impact

Attachments

Public Hearing Notice 2017 Annual Action Plan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 11:58 AM

Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Olga Lerma		Started On: 07/19/2017 11:36 AM
Final Approval Date: 07/21/2017		

HIDALGO URBAN COUNTY PROGRAM
2017 ANNUAL ACTION PLAN
PUBLIC HEARING NOTICE

In compliance with the Consolidated Plan for Community Planning & Development (CDBG, HOME, ESG), **Hidalgo County** will conduct a public hearing to solicit input from interested parties on the **County's** needs and priorities for the Urban County Program Annual Action Plan for Fiscal Year 30 (2017-2018).

The overall goals for the Consolidated Plan are to strengthen and extend partnerships with jurisdictions all levels of local government and the private sector, including profit and nonprofit organizations, to enable them to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for very low income persons.

The public hearing will be held on **Tuesday, July 25, 2017** at **9:30 a.m.** at the following location:

Hidalgo County Commissioners' Court
100 East Cano, First Floor
Edinburg, Texas 78539

The **County's** allocation is **$9,392,989.00 and will include $137,467.00 in anticipated Program Income (PI)** for a total budget of **$9,530,456.00 for Program Year 30 (2017).** Listed below is a partial listing of eligible activities.

Public Facilities Needs
- Senior Centers
- Youth Centers
- Neighborhood Facilities
- Parks and Recreation Facilities
- Health Facilities
- Child Care Facilities
- Parking Facilities

Infrastructure Improvement Needs
- Flood Drain Improvements
- Water Improvements
- Sewer Improvements
- Street Improvements

Public Service Needs
- Senior Services
- Handicapped Services
- Youth Services
- Child Care Services

Accessibility

Economic Development Needs
- Technical Assistance

Lead-Based Paint/Hazard Abatement

Code Enforcement

Emergency Shelter Needs

Housing Needs

Community Planning

Program Administration

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please come by our office or call **(956) 787-8127.** Written comments can be forwarded to:

Hidalgo County - Urban County Program
Diana R. Serna, Director
427 E. Duranta Ave. Suite 107
Alamo, TX 78516

AVISO DE AUDENCIA PUBLICA
2017 PLAN DE ACCIÓN ANUAL
PROGRAMA URBANO DEL CONDADO DE HIDALGO

En cumplimiento con el Plan Consolidado para la Planificación y Desarrollo Comunitario (CDBG), el **Condado de Hidalgo** llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en las necesidades del condado bajo el Programa Urbano del Condado de Hidalgo, del año fiscal 30 (2017-2018).

Los objetivos generales del Plan Consolidado son el fortalecimiento de las asociaciones con jurisdicción a fin de ampliar y fortalecer las alianzas entre todos los niveles del gobierno local y el sector privado, incluidas las organizaciones sin fines de lucro y, a fin de que puedan proporcionar una vivienda digna, para establecer y mantener una vida adecuada en el medio ambiente, y para ampliar las oportunidades económicas para todos los ciudadanos, en particular para las personas con ingresos muy bajos.

La audiencia pública se llevará a cabo el **martes 25 de julio del 2016 a las 9:30 a.m.** en la siguiente ubicación:

Corte de Comisionados del Condado de Hidalgo
100 East Cano Street, First Floor (primer piso)
Edinburg, Texas 78539

El Condado obtendrá una asignación de **$9,392,989.00 y incluye $137.4767.00 de Ingresos del Programa (PI)** para un total de **$9,530,456.00** para el programa del año 30 (2017). A continuación se muestra una lista parcial de las actividades elegibles.

Necesidades de establecimientos públicos
- Centros para personas de la tercera edad
- Centros para jóvenes
- Instalaciones del vecindario
- Instalaciones de parques y recreación
- Instalaciones de salud
- Instalaciones para el cuidado de niños
- Instalaciones de estacionamiento

Necesidades de mejoras de infraestructura
- Mejoras de drenaje de inundaciones
- Mejoras de agua
- Mejoras de alcantarillado
- Mejoras de calles

Necesidades de Servicios Públicos
- Servicios para personas de tercera edad
- Servicios para discapacitados
- Servicios para jóvenes
- Servicios de cuidado infantil

Accesibilidad

Necesidades de desarrollo económico
- Asistencia Técnica

Pintura con base de plomo / Reducción de Riesgos

Aplicación del código

Necesidades de vivienda de emergencia

Necesidades de vivienda

Planificación de la Comunidad

Administración del Programa

Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Para obtener más información, por favor venga a nuestra oficina o llame al **(956) 787-8127**. Los comentarios escritos pueden enviarse a:

Programa Urbano del Condado de Hidalgo
Directora Diana R. Serna
427 E. Duranta Ave. Suite 107
Alamo, TX 78516

AI-60711 **Urban County** **12. E.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to Compliance with HB 1295, and receipt of TXDOT permit for FM 494, requesting consideration and action to award and enter into a construction contract with GNH Company, LLC in the amount of $153,239.75 UCP Fiscal Year 29 (2016) City of Granjeno -Street Improvement funds will be utilized.

BACKGROUND

The bid opening was held on June 28, 2017 and the lowest responsible bidder meeting all specifications and/or requirements was GNH Company, LLC. Project consists of street improvements to FM 494, Anzaldua Dr. and El Camino Real in Granjeno, Texas. Please see attached letter of recommendation by the project engineer and contractor's general liability insurance. Project engineering firm is Hinojosa Engineering, Inc. "Contract approval subject to Tx Dot permit for FM 494"

Contractor: GNH Company, LLC

Contract Amount: $153,239.75

Available Funds: $213,975.00 2016 Street Improvements

Fiscal Impact

Attachments

GNH Company, LLC contract, Insurance & Form 1295

permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/20/2017 08:46 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Olga Lerma Started On: 07/17/2017 10:32 AM

Final Approval Date: 07/21/2017

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION NUMBER F-908 EXPIRATION DATE 09/30/2017

July 6, 2017

Diana R. Serna
Director
Urban County Program
427 E Duranta Ave.
Alamo, TX 78516
(956)787-8127 Ph
(956)787-5291 Fax

RE: **Letter of Recommendation**

PROJECT: **City of Granjeno – 2016 Street Improvements**
Bid No: 5016-30-0311-5000-3000-UCP-GVG

Dear Diana,

On June 28, 2017, bids were opened for the above referenced project at the Hidalgo County Purchasing Department. A total of nine bids were submitted for the project. Contractors submitting bids were 2GS, LLC, DBA Earthworks Enterprise, REIM Construction, Inc., Five Star Galaxy Construction, LLC, Valley Paving, Inc., RDH Site & Concrete, LLC, MJA Construction, LLC, IOC Company, LLC, Jimmy Closner & Sons Construction Co., Inc., and GNH Company, LLC (see attached Bid Tabulation Sheet). Based on the total bid amount for the Base Bid, Hinojosa Engineering, Inc. recommends the project be awarded to the low bidder GNH Company, LLC in the amount of $153,239.75

Respectfully submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

CC: Hinojosa Engineering, Inc. File

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 28, 2017 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "City of Granjeno – 2016 Street Improvements"

BID NO.: 5016-30-0311-5000-3000-UCP-GVG | **PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ADDENDUM #1	TOTAL PRICE ($)	BID BOND OR CHECK INCLUDED
#1	EARTHWORKS ENTERPRISES	✓	158,889.25	✓
#2	REIM CONSTRUCTION	✓	241,491.25	✓
#3	FIVE START GALAXY CONSTRUCTION	✓	177,611.25	✓
#4	VALLEY PAVING, INC.		217,911.25	✓
#5	RDH SITE AND CONCRETE	✓	326,735.50	✓
#6	MJA CONSTRUCTION	✓	179,333.65	✓
#7	IOC COMPANY	✓	244,612.50	✓
#8	JIMMY CLOSNER & SONS CONSTRUCTION		282,738.40	✓
#8	GNH COMPANY	✓	153,239.75	✓

BID TABULATION
City of Granjeno - 2016 Street Improvements
Bid Opening: June 28, 2017

Item No.	Description	Quantity	Unit	Earthworks Enterprises		REIM Construction		Five Star Galaxy Construction		Vally Paving, Inc.		RDH Site and Concrete, LLC		MJA Construction		IOC Company		Jimmy Closner & Sons Construction Co.,Inc.		GNH Company	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID																					
City of Granjeno - 2016 Street Improvements																					
1	El Camino Real: 1 ½ inch HMAC, Prime Coat and Tack Coat, compacted as per plans and specifications complete and in place per square yard for	9,293	SY	$8.00	$74,344.00	$8.80	$81,778.40	$12.25	$113,839.25	$10.00	$92,930.00	$19.00	$176,567.00	$9.00	$83,637.00	$8.00	$74,344.00	$9.70	$90,142.10	$8.50	$78,990.50
2	Anzaldua Dr.: 1 ½ inch HMAC, Prime Coat and Tack Coat, compacted as per plans and specifications complete and in place per square yard for	779	SY	$8.50	$6,621.50	$8.80	$6,855.20	$13.50	$10,516.50	$10.00	$7,790.00	$19.00	$14,801.00	$9.00	$7,011.00	$8.75	$6,816.25	$9.70	$7,556.30	$8.50	$6,621.50
3	4" Yellow Line traffic striping as per plans and specifications complete and in place per linear foot for	3,475	LF	$0.85	$2,953.75	$0.75	$2,606.25	$2.30	$7,992.50	$3.75	$13,031.25	$0.70	$2,432.50	$0.65	$2,258.75	$0.65	$2,258.75	$1.00	$3,475.00	$1.35	$4,691.25
4	5'X4" Reinforced concrete sidewalk, as per plans and specifications complete and in place per linear foot for	2,776	LF	$11.00	$30,536.00	$23.90	$66,346.40	$4.00	$11,104.00	$22.50	$62,460.00	$20.00	$55,520.00	$16.25	$45,110.00	$18.50	$51,356.00	$40.00	$111,040.00	$14.00	$38,864.00
5	Sanitary sewer manholes ring and cover adjustments including traffic rated HDPE grade rings, reinforced concrete traffic pad set to finish grade, as per plans and specifications, complete and in place each for	4	EA	$600.00	$2,400.00	$600.00	$2,400.00	$625.00	$2,500.00	$1,500.00	$6,000.00	$300.00	$1,200.00	$700.00	$2,800.00	$750.00	$3,000.00	$350.00	$1,400.00	$300.00	$1,200.00
6	Full section reworking of asphalt section, 5% lime or cement by weight, rolling, proof rolling, compaction, finishing, sprinkling (dust control), prime coat, tack coat, all complete and in place per square yard for	655	SY	$20.00	$13,100.00	$40.50	$26,527.50	$13.52	$8,855.60	$10.00	$6,550.00	$19.00	$12,445.00	$9.98	$6,536.90	$46.50	$30,457.50	$30.00	$19,650.00	$3.50	$2,292.50
7	Site preparation and mobilization all complete and in place for the lump sum price of	1	LS	$10,000.00	$10,000.00	$27,000.00	$27,000.00	$1,000.00	$1,000.00	$6,500.00	$6,500.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$2,500.00	$2,500.00
8	24" white bar lines, as per plans and specifications, complete and in place per linear foot for	530	LF	$7.80	$4,134.00	$6.75	$3,577.50	$3.78	$2,003.40	$5.00	$2,650.00	$9.00	$4,770.00	$6.00	$3,180.00	$6.00	$3,180.00	$7.50	$3,975.00	$6.00	$3,180.00
9	Saw cutting and removing existing driveway sections, with new 1" HMAC and 2% cross slope, as per plans and specifications, in place for the lump sum price of	1	LS	$3,000.00	$3,000.00	$6,700.00	$6,700.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$15,000.00	$15,000.00	$6,300.00	$6,300.00	$8,200.00	$8,200.00	$5,500.00	$5,500.00	$1,000.00	$1,000.00
10	New sidewalk ramps, complete and in place, as per plans and specifications for the lump sum price of	1	LS	$1,800.00	$1,800.00	$7,700.00	$7,700.00	$5,800.00	$5,800.00	$6,000.00	$6,000.00	$30,000.00	$30,000.00	$7,500.00	$7,500.00	$40,000.00	$40,000.00	$15,000.00	$15,000.00	$3,900.00	$3,900.00
11	Contingency allowance in the amount of	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
	TOTAL BASE BID				$158,889.25		$241,491.25		$177,611.25		$217,911.25		$326,735.50		$179,333.65		$244,612.50		$282,738.40		$153,239.75
	PROJECT TOTAL Base				$158,889.25		$241,491.25		$177,611.25		$217,911.25		$326,735.50		$179,333.65		$244,612.50		$282,738.40		$153,239.75

CONSTRUCTION CONTRACT

This Agreement entered into this **July 25, 2017** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **GNH Company, LLC (a corporation)** (a partnership) (an individual) of **Alamo,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **Granjeno Street Improvements**
PROJECT No.: **5016-30-0311-5000-3000-UCP-GVG**
PROJECT DESCRIPTION: **Street Improvements on El Camino Real, FM 494 & Anzaldua Dr.**

heinafter called the project, for the sum of **($153,239.75) –One Hundred Fifty-Three Thousand, Two Hundred-Thrity-Nine Dollars and 75 Cents.** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(90) Ninety** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) Two Hundred and fifty dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Javier Hernandez, Managing Member

Name of Firm: **GNH Company, LLC**

Address: **P.O. Box 752**
Alamo,Texas 78516

Federal I.D./S.S.:_____

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna , Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: April 28, 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/27/2017

PRODUCER

Joe Campos Insurance Agency
928 W Nolana Lp
Pharr, Tx 78577
956-787-8619

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

GNH Company LLC

PO Box 752
Alamo, Tx 78516

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Evanston Insurance Co	
INSURER B: Kemper Specialty Ins	
INSURER C: Hartford Fire Ins Co	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	3AA123447	12/18/2016	12/18/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	4209925	05/19/17	05/19/18	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under SPECIAL PROVISIONS below	61WBCAN1436	12/11/16	12/11/17	[ ] WC STATUTORY LIMITS [X] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2002 Dodge (186628)
2003 Ford (51277)
2004 Ford (35179)

CERTIFICATE HOLDER

Hidalgo County-Urban County
427 E Duranta Ave
Alamo Tx 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Jose Campos

ACORD 25 (2009/01)

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Form **W-9**
(Rev. November 2005)
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)
GNH Company, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
P.O. Box 752

Requester's name and address (optional)

City, state, and ZIP code
Alamo, Tx. 78516

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 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
			–			–		

or

Employer identification number
4	5	–	5	1	8	1	2	5	3

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. person (including a U.S. resident alien).

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 ▶ James Henry Date ▶ 7-10-17

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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,

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:
2017-234738

Date Filed:
07/11/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GNH Company LLC
Alamo, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
5016-30-0311-5000-3000-UCP-GVG
Street Improvements Granjeno

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.

MYRNA VERONICA REYES
Notary ID # 130807698
My Commission Expires
September 2, 2020

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Javier Hernandez, this the 11th day of July, 20 17, to certify which, witness my hand and seal of office.

Myrna Veronica Reyes — Myrna Veronica Reyes — Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-234738

Date Filed:
07/11/2017

Date Acknowledged:
07/11/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GNH Company LLC
Alamo, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5016-30-0311-5000-3000-UCP-GVG
Street Improvements Granjeno

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

Sidewalks on State Right of Way

Date: July 19, 2017
County: Hidalgo
Control Section: 864-1
Highway: FM 494
Location: Granjeno, Tx.

Owner Name: City of Granjeno
Address: 6603 S. FM 494 78572

Phone: (956) 519-7662
Fax: NA

SIGNATURE (RECEIVED BY)

7/20/17
DATE:

This will be your authority, subject to city's approval, to enter upon the highway right of way at the above referenced location, for the purpose of constructing a **2,776 Ft.** concrete sidewalk (s) subject to the following conditions:

1. You shall provide proper protection for all traffic affected by your project, as described in the *Manual on Uniform Traffic Control Devices.* To include warning signs, flags, arrow boards and flagmen where necessary.

2. The only approved surfaces for sidewalks on state right of way are concrete, brick pavers and hot mix. Any type of tile on sidewalks will not be allowed. All materials used will be of good commercial quality. It is required your sidewalk be constructed with a minimum thickness of four (4") inches and include 6" X 6" wire mesh or re-bar if concrete. All concrete must be class "A".

3. If in a curb and gutter section, the edge of the proposed sidewalk shall be placed **Approx. 10** ' feet from the back of the curb. The edge of the sidewalk nearest the curb shall be placed a minimum of **0-1"** above the top of the curb. The Proposed sidewalk shall have a minimum slope of ¼" per foot upward toward the right of way line. The surface of future widened sidewalk shall be the same elevation as the top of the existing curb.

4. If in a non-curb and gutter section, the edge of the proposed sidewalk shall be placed n/a feet from the right of way line and be placed at an elevation with a minimum slope of ¼" per foot.

5. A ½" expansion joint shall be provided where the sidewalk abuts the back of the existing curb. The expansion joint material shall be fiber board or redwood strips, every twenty (20') feet. Your sidewalk shall have a dummy joint every ten (10') feet.

6. Should the sidewalk interfere with future highway maintenance or construction, you will adjust the sidewalk at your own expense. TxDOT will not be responsible for damage to this sidewalk by maintenance or construction machinery.

7. All work shall be performed during dry weather so that your equipment will not damage highway facilities. Repairs to damaged highway facilities shall be the responsibility of the contractor. If not repaired in a timely manner TxDOT forces will make the repairs and you will be billed for the actual cost.

8. Sidewalk shall be Americans with Disabilities Act (ADA) compliant. Said sidewalk shall be a minimum of five (5') foot wide and have wheel chair ramps at all crosswalks. Sidewalk and wheelchair ramp detail will be attached.

9. The right of way must be cleared of all trash and other debris upon completion of work.

10. This permit expires six (6) months from the date shown on the face of this permit. A request for an extension of time will be given consideration at that time.

If these requirements are acceptable you may proceed with the work **after giving forty-eight (48) hours notification.**

Please notify this office at **(956) 585-5761.**
Phone Number

Respectfully,

Jose Carlos Solis
Mission Maintenance Supervisor

AI-60766 **Urban County** **12. F.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of the Amended Hidalgo County Urban County Program Citizen Participation Plan.

BACKGROUND

In accordance with the U.S. Department of Housing and Urban Development (HUD), the County of Hidalgo Urban County Program (UCP) held a public hearing on July 10, 2017 at the Urban County Program Office and on July 11, 2017 at County Commissioners Court for solicitation of comments on the proposed changes to its Citizen Participation Plan. The Plan has been amended to better explain the Citizen Participation process and formalize the procedures related to the development of the Assessment of Fair Housing. No comments were received.

Fiscal Impact

Attachments

Public Notice Citizen Participation Plan

Citizen Participation Plan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/20/2017 08:51 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Olga Lerma		Started On: 07/19/2017 11:31 AM
Final Approval Date: 07/21/2017		

PUBLIC NOTICE

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

Publication date: June 15, 2017

In accordance with the U.S. Department of Housing and Urban Development (HUD), the County of Hidalgo Urban County Program (UCP) hereby announces a public hearing and solicitation of comments on the proposed changes to its Citizen Participation Plan. Comments will be accepted until the close of business of Monday, July 17, 2017.

A public hearing will be held on Monday, July 10, 2017 at 6:00 P.M. at the Hidalgo County Urban County Program office located at 427 E. Duranta, Suite 107, Alamo, Texas, 78516. Additionally, a hearing will be held on Tuesday, July 11, 2017 at 9:30 A.M. at the Hidalgo County Commissioners' Court located at 100 E Cano, Edinburg, Texas 78516.

The proposed Citizen Participation Plan will be amended to better explain the citizen participation process as it relates to the Consolidated Plan Strategy, One Year Action Plan and the Assessment of Fair Housing (AFH) process.

The draft of the proposed Citizen Participation Plan may be viewed at the UCP Office, 427 E. Duranta, Suite 107, Alamo, Texas, 78516, from 9:00 A.M. to 4:00 P.M., Monday through Friday or online at https://tx-hidalgocounty.civicplus.com/index.aspx?nid=1454. Also, a copy of the plan will be made available to County Precinct Offices, applicable City Halls and public libraries. Language translation services are available upon request.

All interested agencies and citizens are encouraged to attend these sessions and participate in the public hearings. These public hearings are a part of the Citizen Participation Plan process and comply with program requirements.

Accommodations for individuals with disabilities will be provided upon request.

For more information please come by the Urban County Office or call (956) 787-8127.

View Citizen Participation Plan here:
https://tx-hidalgocounty.civicplus.com/DocumentCenter/View/25111

Diana R. Serna, Director
County of Hidalgo - Urban County Program
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516.

EQUAL HOUSING OPPORTUNITY

AVISO PÚBLICO
CONDADO DE HIDALGO
PROGRAMA URBANO

Publicado el día 15 de Junio del 2017

De acuerdo con el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos y el Programa Urbano del Condado de Hidalgo se llevara a cabo una audiencia publica y estará solicitando comentarios sobre los propuestos cambios al Plan de Participación Ciudadana. Comentarios serán aceptados hasta el cierre de actividades del lunes, 17 de junio del 2017.

Se llevara a cabo dos audiencias publicas el lunes, 10 de julio del 2017 a la 6:00 p.m. en la oficina de el Programa Urbano del Condado de Hidalgo ubicada en **427 E. Duranta Ave., Suite 107 Alamo,** Texas 78516. La segunda audiencia pública se llevara a cabo el martes, 11 de julio del 2017 en la Corte de Comisionados del Condado de Hidalgo en la sala de reuniones ubicada en **100 E. Cano, Edinburg,** Texas 78539.

Los propuestos cambios al Plan de Participación Ciudadana se harán para poder proveer mejor explicación del proceso de la participación ciudadana y formalizar el proceso relacionado con el desarrollo de valoración de equidad de la vivienda

El Plan de Participación Ciudadana estará disponible para que el público lo revise en la oficina del Programa Urbano del Condado Hidalgo y en las oficinas de los Precintos, las oficinas municipales participantes, bibliotecas públicas y el sitio de red del Condado Hidalgo. Ayuda de servicios de traducción serán disponible a petición.

Se les implora a toda agencia y ciudadanos que se presenten y participan en la audiencia pública. La audiencia pública es parte del Plan de Participación Ciudadana y cumple con los requisitos requeridos.

Acomodación será proporcionada a petición para las personas con discapacidad.

Para obtener más información, por favor acuda a la oficina del Programa Urbano del Condado Hidalgo ó llame al (956) 787-8127.

Usted puede ver el Plan de Participación Ciudadana aquí:
https://tx-hidalgocounty.civicplus.com/DocumentCenter/View/25111

Diana R. Serna, Director
County of Hidalgo - Urban County Program
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516.

EQUAL HOUSING OPPORTUNITY

Hidalgo County
Urban County Program

Citizen Participation Plan

427 E Duranta Ave, Suite 107, Alamo Texas 78516 ph. (956) 787-8127 fax (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

CITIZEN PARTICIPATION PLAN

The County of Hidalgo Urban County Program is required by 24 CFR 91.105 to have a detailed Citizen Participation Plan which contains the County's policies and procedures for public involvement in the Consolidated Plan Strategy (CPS) process; when preparing an assessment of fair housing (AFH), and the use of **Community Development Block Grants** (CDBG), **HOME**, and **Emergency Shelter Grants** (ESG) funds. This Citizen Participation Plan must be available to the public.

This Plan covers the four County Precincts, and eighteen non-entitlement cities which comprise the Hidalgo County Urban Program, and **supersedes all previous plans.** (Addresses and telephone numbers for the Consortium Cities and Precincts and central administration are listed as an attachment to this Plan.)

Encouraging Public Participation

The law requires that the Citizen Participation Plan both provide for and encourage public participation, in the development of the AFH, any revisions to the AFH, the consolidated plan, any substantial amendments to the consolidated plan or annual action plan and the annual performance report.

The following are encouraged to participate in the development of documents aforementioned:

Low and moderate income people — especially those living in low and moderate income neighborhoods, particularly those persons living in areas designated as a revitalization area or in a slum and blighted area where CDBG or HOME funds are proposed to be used.

Minorities, people who do not speak English, homeless individuals and families, and people with disabilities (including nursing homes and other institutions for persons with disabilities) are encouraged. Summaries of basic information about CDBG, HOME and ESG, the Consolidated Planning process; and AFH are to be made available in English and Spanish (when requested).

Local and regional institutions, Continuums of Care, and other organizations (including businesses, developers, non-profit organizations, philanthropic organizations, and community-based and faith-based organizations.

Local public housing agencies and residents of public housing (including any resident advisory boards, resident councils, and resident management corporations).

The Role of Low Income People

The law declares that the primary purpose of the programs covered by this Citizen Participation Plan is to improve communities by providing: decent housing, a suitable living environment, and growing economic opportunities — all principally for low and moderate income people.

The amount of federal fund the County receives each year is mostly based upon the severity of both poverty and substandard housing conditions in the County therefore, it is necessary that public participation genuinely involve low income residents who experience these conditions. Participation by low income people is strongly encouraged at all stages of the process.

The Stages of the Consolidated Plan Process

The general stages include:

1. Identification of housing and community development needs.
2. Preparation of a "draft" use-of-funds-document for the upcoming year, called the proposed Annual Action Plan. Periodically there will be the development of a proposed Consolidated Plan or the development or revision of the Assessment of Fair Housing, and any amendments.
3. Formal approval by elected officials of a final Annual Action Plan or Consolidated Plan.
4. On occasion during the year, it might be necessary to change the use of the money already budgeted in an Annual Action Plan, or to change the priorities established in the Consolidated Plan. In that case, a formal Substantial Amendment will be proposed, considered and acted upon.
5. After a program year is complete, an Annual Performance Report must be drafted for public review and comment followed by submittal to HUD.

The Program Year

The Program Year chosen by the County of Hidalgo is July 1 through June 30.

PUBLIC NOTICE

There shall be 30 day advanced public notice, published in English and Spanish, for the development and any revisions to the AFH; Proposed Annual Action Plan or Consolidated Plan, any proposed Substantial Amendment to the Action Plan or Consolidated Plan, and the Annual Performance Report.

In addition, there shall be 30 day advanced public notice of all public hearings and all public meetings or County Commissioners' Court meetings relating to the funds or planning process covered by this Citizen Participation Plan.

Forms of Public Notice

1. Public notices will be published in one or more newspapers of general circulation, including Spanish-language newspaper(s), and will be posted at the City Hall, Precinct offices, public libraries and Urban County administrative offices, as applicable.

Public notices will be display advertisements in a non-legal section of the newspaper. Advertisements for bid may be placed in the legal sections of the newspaper, which is where prospective bidders are accustomed to finding such notices.

2. Ads and notices may also be placed in: The Mission Progress-Times, the Delta News, the Delta Chronicle, the Mercedes Enterprise, or the Mid-Valley or Upper-Valley Town Crier, and other local newspapers as appropriate and approved in advance by Urban County Program.

3. Notice will be sent to any person or organization requesting a copy or who are on a mailing list.

4. Notice may be posted neighborhood organizations, public housing resident groups, radio and television media, and other persons or groups as deemed appropriate by the Urban County Program.

5. Copies of each document will be available on the Hidalgo County Urban County Program's webpage.

PUBLIC ACCESS TO INFORMATION

The County will provide citizens/residents, public agencies, and other interested parties with reasonable and timely access to the documents relating to the Consolidated Plan, and the use of assistance under the programs covered by the Plan for the preceding five years, as well as related to the AFH and its revisions.

For non English speaking citizens/residents, reasonable steps to provide language assistance to ensure meaningful access will be provided. Those speaking Spanish will be assisted by staff, board members, and officials whom are proficient in the Spanish language.

Persons requiring materials in a language other than English should contact the Urban County Program at (956) 787-8127, 427, E. Duranta, Suite 107, Alamo, TX 78516.

Standard Documents

Standard Documents include:

The proposed and final Annual Action Plans

The proposed and final Consolidated Plan

Proposed and final Substantial Amendments to either an Annual Action Plan or the Consolidated Plan

Consolidated Annual Performance Evaluation Reports (CAPER)

Assessment of Fair Housing (AFH)

Amendments or revisions to the AFH

The Citizen Participation Plan

Availability of Standard Documents

These materials will be available in a form accessible to persons with disabilities, or to persons, who do not speak English, upon requested.

Places Where Standard Documents Are Available

Standard Documents will be available at the Urban County Office, 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516.

PUBLIC HEARINGS

Public Hearings are required by law in order to obtain the public's views and to provide the public with the City's responses to public questions and proposals.

The law requires Public Hearings at all stages of the process, including at least one public hearing on Community Needs (Needs Assessment) and one public hearing to review Proposed Use of Funds.

Access to Public Hearings

Public Hearings will be held only after there has been Adequate Notice as described in the Public Notice part of this Citizen Participation Plan.

Public Hearings will be held **at or after 6 p.m.** whenever possible, a time convenient to most people who might benefit from the use of the funds.

Public Hearings should be held at places convenient and not intimidating to most people who might benefit from the use of the funds. Public Hearings may be held at the Commissioners' Court, at the Precinct offices, at the City Halls of the Consortium Cities, and at Community Centers, public housing authorities, libraries and schools, and other appropriate locations.

Public Hearings and Populations with Unique Needs

All Public Hearings will be held at locations accessible to people with disabilities. Provisions will be made for people with disabilities when requests are made at least three working days prior to a meeting. Translators will be provided for people who do not speak English, also upon three working days notice. These services shall be provided at no charge to the public.

The Conduct of Public Hearings

When possible, Public Hearings shall be conducted in the presence of the City Council or City Commission of the City, or the Commissioner of the Precinct. ***The Public Hearing concerning final adoption of the Annual Plan and/or 5 Year Action Plan shall be conducted, whenever possible, in the presence of the Hidalgo County Commissioners' Court.***

THE STAGES IN THE PROCESS

Identifying Needs

Because the housing and community development needs of low and moderate income people are so great and so diverse, priorities must be set. This is the basic reason the Consolidated Plan exists.

The laws and regulations require at least one Public Hearing each year to obtain residents' opinions about needs and what priorities those needs have.

Public Hearings about needs will be completed 30 days before a draft Annual Action Plan/Consolidated Plan is published for comment, so that the needs identified can be considered by the County and addressed in the draft Annual Action Plan or Consolidated Plan.

Assessment of Fair Housing

At the start of the public participation process, HUD provided data and any other supplemental information will be made available to its citizens/residents, public agencies, and other interested parties. The HUD-provided data available to the public by cross-referencing to the data on HUD's Web site and when applicable on the Hidalgo County Urban County Program's website.

The Proposed Annual Action Plan (and/or Five-Year Strategy)

The law providing the funds covered by this Citizen Participation Plan calls for improved accountability of jurisdictions to the public. In that spirit and in compliance with the terms of the law. The County of Hidalgo will use the following procedures:

At the beginning of the this stage, the County will provide the public with an estimate of the amount of CDBG, HOME, and ESG funds it expects to receive in the upcoming year, along with a description of the range of the types of activities that can be funded with these resources. Each city and precinct in the Urban County Consortium will provide the public with similar information concerning their allotment for the upcoming year. The public will also be given an estimate of the amount of these funds which will be used in ways that will benefit low and moderate income people.

The plans of the County to minimize the extent to which low and moderate income people will have to leave their homes as a result of these federal dollars (called "displacement") will also be available at this time. This "anti-displacement plan" will also describe how the

County will compensate people who are actually displaced as a result of the use of these funds, specifying the type and amount of compensation.

The following steps represent the process:

1. Development of the Assessment of Fair Housing
    a. Publish & Post notice.
    b. There shall be a 30 day comment period before final approval by the County Commissioner's Court.
    c. There shall be a public hearing before the County Commissioner's Court during the 30 day comment period.
    d. Send to HUD for final approval.
2. Consolidated Plan/Annual Action Plan
    a. Publish & Post Notice of Funding Availability.
    b. A public hearing about the proposed Consolidated Plan/Annual Action Plan will be conducted by the City Commission at least 30 days before final approval allowing for additional comments.
    c. There shall be a public hearing before the County Commissioner's Court during the comment period before final approval by the City Commission.
    d. Send to HUD for final approval.
3. Substantial Amendments
    a. Publish & Post notice.
    b. There shall be a 30 day comment period.
    c. There shall be a public hearing before the County Commissioner's Court during the comment period followed by a public hearing before the City Commission.
    d. Send to HUD for final approval.
4. Consolidated Annual Performance & Evaluation Report (CAPER).
    a. Publish & Post notice.
    b. Hold public hearing
    c. There shall be a 15 day comment period.
    d. Submit to HUD for approval.

Technical Assistance

County staff and the staff of the cities and precincts in the Urban County will work with organizations and individuals representative of low and moderate income people who are interested in submitting a proposal to obtain funding for an activity. All potential applicants for funding are encouraged to contact County or City staff for technical assistance before submitting a proposal.

Availability of a Proposed Annual Action Plan, Consolidated Plan, CAPER and AFH

The County will notify the public that a Proposed Annual Action Plan/Consolidated Plan is available. The means of "Notice" described earlier will be used.

The date that a **Proposed** Consolidated Plan is available to the public will be at least 30 days prior to the date a **Final** Consolidated Plan is approved by the County Commissioners'

Court so that low and moderate income people will have a reasonable opportunity to examine it and to submit comments.

Copies of the Proposed Annual Action Plan (and/or Five-Year Strategy) will be made available to the public for free and without delay at the locations specified in the section "Public Access to Information." This requirement may be satisfied by distributing summaries of the Annual Action Plan (and/or five Year Strategy), along with information as to where complete copies could be located.

So that low and moderate income people can determine the degree to which they might be affected, they will be provided, upon request, complete copies of the Proposed Annual Action Plan, Consolidated Plan and AFH (and/or Five-Year Strategy), containing all HUD-required sections, the HUD-required Priorities Table, and a written description of all proposed uses of CDBG, HOME, and ESG funds. At a minimum, this description shall include the type of activity, its location, and the amount of federal money to be allocated to it.

This requirement may be satisfied by distributing summaries of the Annual Action Plan, Consolidated Plan, and AFH, along with information as to where complete copies may be reviewed.

Public Hearing and Further Action

A Public Hearing about the Proposed Action Plan/Consolidated Plan will be held no sooner than 30 days after the Plan is first made available to the public. Additionally, this Hearing will be held so that officials may consider the comments from the public before final approval of the Action Plan or Consolidated Plan.

In preparing the Final Annual Action Plan, Consolidated Plan or AFH careful consideration will be given to all comments and views expressed by the public, either verbally or in writing. The Action Plan, Consolidated Plan and AFH will have a section which presents all comments received, and explains why any comments were not accepted.

THE FINAL ANNUAL ACTION PLAN/CONSOLIDATED PLAN, AFH AND CAPER

Copies of the Final Annual Action Plan, Consolidated Plan, AFH and CAPER or a summary of it will be made available to the public for free upon written request and within three (3) days of a request.

AMENDMENTS TO THE ANNUAL ACTION PLAN/CONSOLIDATED PLAN AND AFH

The Final Annual Action Plan/Consolidated Plan will be amended at any time there is a:

a) change in one of the Priorities presented;
b) creation or deletion of an activity;
c) change in the purpose, location, scope, or beneficiaries of an activity; and
d) a material change in the AFH HUD provided data which effect established priorities and goals. The public will be given 30 days to comment on any revision/amendment to the AFH before submission to HUD for approval

Public notification requirements will be followed for substantial amendments to the Annual Action Plan/Consolidated Plan and AFH.

Substantial Amendments

The following will be considered "Substantial" Amendments:

1. A change in the use of CDBG money from one activity to another of $300,000.00 or more.
2. A change in the use of HOME, or ESG money from one activity to another of $300,000.00 or more.
3. Addition of an activity not originally included in the annual Work Plan of a city or precinct.
4. Elimination of an activity originally included in the annual Work Plan of a city or precinct.
5. A change in the purpose of an activity (such as changing a construction project from residential to commercial).
6. A significant change in the location of an activity.
7. A decrease of 20% or more in the number of low and moderate income beneficiaries.

Public Notice and Public Hearing Requirements for Substantial Amendments

There must be reasonable notice of a proposed Substantial Amendment so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for Substantial Amendments.

1. There will be a 30 day advance notice of and availability of a proposed Substantial Amendment before there is a Public Hearing about it.
2. A detailed written description of the proposed Substantial Amendment will be made available to the public at no cost within three working days of a request.
3. Copies will also be available at the locations indicated earlier in this document.
4. A Public Hearing must be held before the governing body of the entity requesting the Amendment.
5. The Final Substantial Amendment will have a section that presents all comments received, both verbally and in writing, and explains why any comments were not accepted.

E. THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

Each year, the County must send into HUD a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days of the close of the program year. In general, the Consolidated Annual Performance Annual Performance Evaluation Report must describe how funds were actually used and the extent to which these funds were used for activities to benefit low and moderate income people.

Public Notice and Public Hearing for Consolidated Annual Performance and Evaluation Report

There must be reasonable notice that an Consolidated Annual Performance and Evaluation Report is available so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Plan, with the following additional procedures specifically for the Consolidated Annual Performance and Evaluation Report.

1. There will be 15 days[1] advance notice of the availability of an Consolidated Annual Performance and Evaluation Report before there is a Public Hearing about it.
2. A complete copy of the CAPER will be made available to the public at no cost within three working days of a request. Copies and/or summaries will be available at the locations indicated earlier in this Citizen Participation Plan.
3. There will be a public hearing regarding the Consolidated Annual Performance and Evaluation Report.
4. ***The Public Hearing will be held, when possible, before the County Commissioners' Court.***
5. In preparing the Consolidated Annual Performance and Evaluation Report for submission to HUD, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing. The Report sent to HUD will have a section that presents all comments and explains why any comments were not accepted.

Contents of the Annual Performance Report

The Consolidated Annual Performance and Evaluation Report (CAPER) presented to the public will contain at least as much detail as was required by HUD for CDBG Grantee Performance Reports. The Annual Performance Report will have an accounting for each activity during the year for which the CAPER is applicable. Details presented may include but not be limited to:

1. Name of Activity.
2. A description of the activity in enough detail for the public to have a clear understanding of it.
3. The national objectives to be met.
4. Accomplishments, using numerical values when possible.
5. Overall beneficiaries

[1] March 3, 2010- Commissioners' Court approved an amendment to the Citizen Participation Plan to allow the following change: Public Hearing advance Notice Requirement from 30 days to 15 days for CAPER. Item was recommended for approval by the Urban County Development Advisory Council on May 15, 2009.

COMPLAINT PROCEDURES

Written complaints from the public will receive a meaningful written reply within 15 working days. Copies of the complaints and answers will be forwarded to HUD.

EXCEPTIONS TO THE CITIZEN PARTICIPATION PLAN

The only exceptions to the Citizen Participation Plan shall be those situations arising out of unforeseen circumstances, emergencies, or acts of God, or other circumstances which, in the opinion of an Urban County City or Precinct, require immediate attention in order to alleviate or prevent serious damages or threat to human life or property. The opinion of the City or Precinct must be ratified by the County Judge of the County of Hidalgo, or his designated representative, in order to be effective.

During these emergency situations, the provisions of the Citizen Participation Plan shall be suspended, and the City or Precinct may respond to the situation at hand within the parameters set out by local emergency management regulations and procedures

CHANGING THE CITIZEN PARTICIPATION PLAN

This Citizen Participation Plan can be changed only after the public has been notified of an intent to modify it, and only after the public has had a reasonable chance to review and comment on proposed substantial changes to it.

THE URBAN COUNTY CITIES

CITY OF ALAMO
Mayor Diana Martinez
Mgr: Luciano Ozuna, Jr.
420 N Tower Road
Alamo, Texas 78516
Phone: (956) 787-0006
Fax: (956) 787-6807
dmartinez@alamotexas.org
lozuna@alamotexas.org

CITY OF ALTON
Mayor Salvador Vela
Mgr: Jorge Arcaute
Asst City Mgr: Steve Pena
509 South Alton Blvd
Alton, Texas 78573
Phone: (956) 432-0760
Fax: (956) 432-0766
jorge.arcaute@alton-tx.gov

CITY OF DONNA
Mayor: David Simmons
Mgr: Fernando Flores
307 S. 12th St
Donna, Texas 78537
Phone: (956) 464-3314
Fax: (956) 464-9923
dsimmons@donnaisd.net
fflores@cityofdonna.org

CITY OF EDCOUCH
Mayor
Robert T. Schmalzried
Mgr: Noe Cavazos
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Edcouch, Texas 78538
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CITY OF ELSA
Mayor Alonzo Perez
Mgr: Juan Ybarra
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Fax: (956) 262-5002
Jcantu1720@yahoo.com
vmontoya@cityofelsa.net

CITY OF GRANJENO
Mayor Yvette Cabrera
Mgr: Martin Villarreal
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Phone: (956) 519-0032
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Cell: (956) 227-7127 Yvette
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CITY OF HIDALGO
Mayor Martin Cepeda
Mgr: Mike Perez
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Fax: (956) 843-2317
cepedmar@yahoo.com
hidcitymgr@cityofhidalgo.net

CITY OF LA JOYA
Mayor J.A. "Fito" Salinas
Mgr: Mike Alaniz
PO Box H
La Joya, Texas 78560
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Fax: (956) 580-7000
cityoflajoya@aol.com
malaniz@cityoflajoya.com

CITY OF LA VILLA
Mayor Hector Elizondo
Mgr: Arnie Amaro
PO Box 60
La Villa, Texas 78562
Phone: (956) 262-2122
Fax: (956) 262-2516
(956) 262-8400
cityoflavilla@lavillatx.com

CITY OF MERCEDES
Mayor Henry Hinojosa
Mgr: Ricardo Garcia
PO Box 837
Mercedes, Texas 78570
Phone: (956) 565-3114
Fax: (956) 565-8592
rgarcia@cityofmercedes.net
mayor@cityofmercedes.net

CITY OF PALMHURST
Mayor Gerardo Perez
Mgr: Ramon Segovia
400 W Veteran Blvd
Palmhurst, Texas 78574
Phone: (956) 583-8697
Fax: (956) 581-4630
cperez@cityofpalmhurst.com

CITY OF PALMVIEW
Mayor Jorge Garcia
Mgr: John Alaniz
400 W Veterans Blvd
Palmview, Texas 78572
Phone: (956) 581-7411
Ph. (956) 432-0300
Fax (956) 262-2516
jperez@cityofpalmview.us
rsegovia@cityofpalmview.us

CITY OF PENITAS
Mayor Marco Ochoa
Mgr: Oscar Cuellar Jr
PO Box 204
Penitas, Texas 78576
Phone: (956) 581-3345
Fax: (956) 581-3346
Ochoamarocsl26@gmail.com
oscarpenitas@yahoo.com

CITY OF PROGRESO
Mayor Arturo Aleman
Mgr: Alfredo Espinoza
PO Box 699
Progreso, Texas 78579
Phone: (956) 565-0241
Fax: (956) 565-1332
Espinosaalfredo68@yahoo.com

CITY OF PROGRESO LAKES
Mayor OD Emergy
Mgr: N/A
PO Box 760
Progreso, Texas 78579
Phone: (956) 565-3602
Fax: (956) 565-3602
pregresolakes@yahoo.com

CITY OF SAN JUAN
Mayor San Juanita Sanchez
Mgr: Juan Gonzalez
709 S Nebraska
San Juan, Texas 78589
Phone: (956) 702-6400
Fax: (956) 787-5978
mchief@cityofsanjuantexas.co

CITY OF SULLIVAN CITY
Mayor: Rosendo "Cheno" Benavides
Mgr: Armida Mercado
PO Box 249
Sullivan City, Texas 78595
Phone: (956) 485-2828
(956) 485-2331 OR (956) 580-5429
Fax: (956) 485-9551
jdavila@sullivancity.org

CITY OF WESLACO
Mayor David Suarez
Mgr: Mike Perez
255 S Kansas Avenue
Weslaco, Texas 78596
Phone: (956) 968-3181
Fax: (956) 968-6717
cmo@weslacotx.gov

THE HIDALGO COUNTY PRECINCTS

COUNTY JUDGE'S OFFICE
Ramon Garcia, Judge
302 W. University Dr.
Edinburg, TX 78539
Phone:(956) 318-2600
Fax:(956) 318-2699

URBAN COUNTY PROGRAM
Diana R. Serna, Director
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516
Phone:(956) 787-8127
Fax:(956) 318-2988

HIDALGO COUNTY PRECINCT # 1
David L. Fuentes, Commissioner
1902 Joe Stephens Ave. Ste. 101
Weslaco, TX 78599
Ph: (956) 968-8733
Fx: (956) 969-1417

HIDALGO COUNTY PRECINCT # 2
Eduardo "Eddie" Cantu, Commissioner
300 W. Hall Acres Suite G
Pharr, TX 78577
Ph: (956) 787-1891
Fx: (956) 787-4683

HIDALGO COUNTY PRECINCT # 3
Joe M. Flores, Commissioner
724 North Breyfogle
Mission, TX 78574
Ph: (956) 585-4509
Fx: (956) 585-2375

HIDALGO COUNTY PRECINCT # 4
Joseph Palacios, Commissioner
1051 N. Doolittle Rd.
Edinburg, TX 78542
Phone: (956) 383-3112
Fax: (956) 381-5905

AI-60777 **Urban County** **12. G.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, 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 engineering services.
2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Alamo, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) City of Alamo – Water/Sewer Improvement funds.

Professional Service Firm	Grade	Ranked
Quintanilla, Headley and Associates, Inc	88.67%	
R. Gutierrez Engineering Corporation	88.33%	
R.E. Garcia and Associates	86.33%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 29 (2016) City of Alamo – Water/Sewer Improvements project.

BACKGROUND

Engineering will be conducted at location identified in Year 29 (2016) work plan.

Funds Available:
$219,143.80 YR 29 (2016) Water/Sewer Improvements

Fiscal Impact

Attachments

City of Alamo Water & Sewer Improvement Grading-Ranking Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/20/2017 08:53 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Olga Lerma		Started On: 07/19/2017 03:16 PM
Final Approval Date: 07/21/2017		

City of Alamo
Professional Engineering Services
Water/Sewer Improvements Project
Year 29 (2016)
Grading-Ranking Grid

Criteria	Quintanilla, Headley and Associates, Inc.			R. Gutierrez Engineering Corporation			R. E. Garcia and Associates		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	15	20	16	20	20	18	13	15	16
Experience of Project Team/ Ability to Commit Resources	25	23	21	25	18	20	21	25	21
Methodology/ Experience/ Availability of Project Manager	20	20	18	15	20	19	19	20	18
Understanding of Project/Similar Projects	25	23	20	22	19	21	24	21	21
Familiarity with Applicable Rules & Regulations	8	4	8	10	10	8	9	8	8
TOTALS	93	90	83	92	87	86	86	89	84
AVERAGES	266÷3=88.67%			265÷3=88.33%			259÷3=86.33%		
RATING	1			2			3		

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points:		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 8
Total Score		93

Firm/Participant's Name: Quintanilla, Headley and Associates, Inc.

Evaluator: _____ Department: City of Alamo

Project Name: Waterline Improvements Project (Regency Acres S/D) Date: 7.17.17

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Meets most criteria, but needs to improve on effeciently completing reporting requirements		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must address appropriate Federal, state and local regulations and RFQ responsive		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must address applicable rules and regulations, did not include narrative		TOTAL 4
	Total Score	90

Firm/Participant's Name: Quintanilla, Headley and Associates, Inc.

Evaluator: Antonio Barcu Department: Urban County Program

Project Name: Waterline Improvements Project (Regency Acres S/D) Date: 7-19-17

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	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points:		TOTAL 16
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 21
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	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 8
Total Score		83

Firm/Participant's Name: Quintanilla, Headley & Associates

Evaluator: [signature] Department: ~~Purchasing~~ / UCP (Purch)

Project Name: City of Atamo - Waterline Imp. - Project Date: 07-13-17

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points:		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		92

Firm/Participant's Name: R. Gutierrez Engineering Corporation

Evaluator: _____ Department: City of Alamo

Project Name: Waterline Improvements Project (Regency Acres S/D) Date: 7.17.17

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	3
➢		
Comments/Rationale For Points: Meets most criteria, but needs to improve in having STAFF complete work (Plans, Specs.) efficiently		TOTAL 18
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	2
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	2
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but needs to improve on information to be gathered and RFQ responsive.		TOTAL 19
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	87

Firm/Participant's Name: R. Gutierrez Engineering Corporation

Evaluator: Antonio Barco Department: Urban County Program

Project Name: Waterline Improvements Project (Regency Acres S/D) Date: 7-19-19

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	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	7
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 20
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	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ 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
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 8
Total Score		86

Firm/Participant's Name: RGutierrez Engineering Corporation

Evaluator: _____ Department: UCP (Purch)

Project Name: City of Atamo - Waterline Imp Project Date: 07-13-17

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points:		TOTAL 13
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	6
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 21
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	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
Total Score		86

Firm/Participant's Name: R.E. Garcia & Associates

Evaluator: [signature] Department: City of Alamo

Project Name: Waterline Improvements Project (Regency Acres S/D) Date: 7-17-17

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points: Meets most criteria, but must provide an organizational chart		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	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
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Must address Appropriate Federal, State, local regulations and Polices and more RFQ responsive		TOTAL 21
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	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Must address applicable regulations		TOTAL 8
	Total Score	89

Firm/Participant's Name: R. E. Garcia & Associates

Evaluator: Antonio Barco Department: Urban County Program

Project Name: Waterline Improvements Project (Regency Acres S/D) Date: July 18, 2017

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	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points:		TOTAL 16
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 21
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	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 8
	Total Score	84

Firm/Participant's Name: R.E. Garcia & Associates

Evaluator: _____ Department: UCP (Purch.)

Project Name: City of Alamo - Waterline Imp. Project Date: 07-13-17

AI-60771 **Urban County** **12. H.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of a Resolution authorizing the County of Hidalgo Urban County Program to submit its FY 2017-2018 Annual Action Plan (Year 30) to the U. S. Department of Housing and Urban Development (HUD) and authorize the County Judge to sign any and all documents related to funding.

BACKGROUND

The UCP is requesting authorization to submit the Annual Action Plan for the FY 2017-2018 Program Year to HUD. Every year the Urban County Program is required by HUD rules and regulations to submit its annual action plan prior to May 15th. However, this year the Consolidated Appropriations 2017 bill was not signed into law until May 5, 2017. The timing of enactment of the FY 2017 Appropriations Act left insufficient time for grantees to complete the citizen participation process. Therefore, HUD issued a waiver of the regulatory 30-day citizen participation public comment period in favor of a minimum 14-day comment period in order for grantees to meet the statutory August 16, 2017 submission deadline.

The Annual Action Plan for Fiscal Year 2017-2018 consists of an overall budget of $ 9,530,456.00

ALLOCATION EXPECTED P.I. TOTAL

CDBG: $7,153,530.00 $ 37,467.00 $7,190,997.00
HOME: $1,588,893.00 $100,000.00 $1,688,893.00
ESG (Emergency Solutions Grant): $ 650,566.00 $ 0.00 $ 650,566.00
$9,392,989.00 $137,467.00 $9,530,456.00

Fiscal Impact

Attachments

Resolution Annual Action Plan FY 2017-2018

2017 Annual Action Plan Narratives

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 02:15 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Olga Lerma Started On: 07/19/2017 01:41 PM

Final Approval Date: 07/21/2017

RESOLUTION

WHEREAS, the County of Hidalgo Urban County Program has received formal notification of its FY 2017 Allocation from the U.S. Department of Housing and Urban Department (HUD), and

WHEREAS the FY 2017 allocation for Hidalgo County has been set as follows:

Funds Available
2017 URBAN COUNTY PROGRAM

	ALLOCATION	**EXPECTED P.I.**	**TOTAL**
CDBG:	$7,153,530.00	$ 37,467.00	$7,190,997.00
HOME:	$1,588,893.00	$100,000.00	$1,688,893.00
ESG (Emergency Solutions Grant):	$ 650,566.00	$ 0.00	$ 650,566.00
	$9,392,989.00	$137,467.00	$9,530,456.00

AND WHEREAS, the County of Hidalgo Urban County Program wishes to continue the administration of these programs.

NOW, THEREFORE BE IT RESOLVED that the County of Hidalgo Urban County Program hereby submits its FY 2017 One Year Action Plan to the U.S. Department of Housing and Urban Development, and

BE IT FURTHER RESOLVED that Hidalgo County Judge Ramon Garcia be and is hereby authorized to sign any and all documents related to these grants and do all other acts necessary to carry this Resolution into effect.

RESOLVED, THIS THE 25th DAY OF JULY 2017

_____

Ramon Garcia, County Judge
Hidalgo County, Texas

Attest: _____

Arturo Guajardo, Jr., County Clerk
Hidalgo County, Texas

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

Total Allocations:
CDBG: $7,153,530.00
CDBG PI: $37,467.00
HOME: $1,588,893.00
HOME PI: $100,000.00
ESG: $650,566.00
Total: $9,530,456.00

2017 ANNUAL ACTION PLAN FINAL PROJECT NARRATIVES

2017	ALAMO	$248,834.00
03J **Cat. Excluded** **Not Subj. to** **58.36 (b)(7)**	**WATER/SEWER IMPROVEMENTS** Project consists of the installation of approximately 4,600 linear feet of 8" pvc waterlines to Regency Acres S/D, to include but not limited to water valves, fire hydrants, the re-connection of all existing meters and any incidental cuts and replacement of existing asphalt. Project will also include but not limited to adjacent/abutting alleys/streets within the same general vicinity. Other expenditures include professional engineering services, surveying, geotechnical and material testing fees, and all related appurtenances, etc. Location: Regency Acres S/D (NE corner of Alamo Rd. and Rancho Blanco Rd.), Alamo, TX 78516 Census Data: 220.03 (4) National Objective: 69.13% LMA Goal Outcome Indicator: 2,915 Beneficiary Type: People	**$218,834.00**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES** **– BOYS & GIRLS CLUB OF ALAMO, INC.** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within the City of Alamo. Location: 501 N. 13th Street, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$30,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	ALTON	$248,834.00
19F **Exempt** **58.34 (a)(11)**	**PLANNED REPAYMENTS OF SECTION 108 LOANS** Funds will be utilized to make payment on a Section 108 loan for a multi-purpose community facility with community services. Location: 349 West Dawes Ave.; Alton, TX 78573	**$248,834.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	DONNA	$248,834.00
03K Environmental Assessment 58.36	**STREET IMPROVEMENTS** Project consists of the reconstruction of South Avenue, to include but not limited to adjacent and abutting streets within the same general vicinity. Project will also include advertisements, professional service fees, geotechnical and material testing fees, and all related appurtenances, etc. Location: South Avenue, (from Hutto Road to 11th Street), Donna, TX 78537 Census Data: 0221.05 (1) 0221.06 (01) National Objective: 64% LMA Goal Outcome Indicator: 1 Beneficiary Type: 3765 Beneficiaries	**$248,834.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	EDCOUCH	$248,834.00
03F Environmental Assessment 58.36	**PARKS, RECREATIONAL FACILITIES** Project consists of matching funds for a Texas Park and Wildlife Department application, for the development of the Edcouch Municipal/School Park. The park will include but not limited to the purchase and installation of playground structures, construction of multipurpose trails, forestation and native plants landscaping, splash pad, picnic shelters, parking lot, community garden, exercise stations, and a mini soccer field. Project will also include expenses for advertisements, professional service fees, material testing fees, and all related appurtenances, etc. Locations: Edcouch Municipal/School Park: 301 FM 1015, Edcouch, TX 78538 Census Data: #22528 National Objective: 66.25 % LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$248,834.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

	ELSA	$248,834.00
21A **Exempt** **58.34 (a)(3)**	GENERAL PROGRAM ADMINISTRATION Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 102 South Diana St., Elsa, TX 78543	**$3,000.00**
03K **Cat. Subj. to** **58.5(a) (1)**	STREET IMPROVEMENTS Project consists of the reconstruction/overlay of streets and valley gutters, to include but not limited to adjacent and abutting streets within the same general vicinity. Project will also include expenses for professional engineering services, surveying, geotechnical/construction material testing fees, and all related appurtenances, etc. Location: 1.) Benito Alaniz (16th St. to Mile 17 ½ St.); 2.) 16th St. (FM 88 to Benito Alaniz); 3.) Mile 17 ½ Road (Benito Alaniz to FM 88) and (E. FM 88 to Begonia St.); 4.) E. Magnolia (, Elsa, TX 78543 Census Data: 244.03 (1-2) National Objective: 69% LMA Goal Outcome Indicator: 4,845 Beneficiary Type: People	**$146,975.00**
03O **Cat. Subj. to** **58.5(a) (1)**	**FIRE STATIONS/EQUIPMENT** Project consists of the purchase of firefighting equipment for the fire suppressions team such as, but not limited to, bunker gear, infrared thermal camera, jaws of life and breathing apparatus. Location: 216 E. 4th St., Elsa, TX 78543 Census Data: Place #24036 National Objective: 69.77% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$78,859.00**
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS – RGV Food Bank** Project expenditures include the reimbursement of expenses for purchase of food distributed by the Elsa Housing Food Pantry to residents of the City of Elsa. Location: 306 West 3rd Avenue, Elsa TX 78543 National Objective: LMC Goal Outcome Indicator: 180 Beneficiary Type: People	**$10,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES - Amigos del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years or older) residents within the City of Elsa. Location: 505 N. Hidalgo Street, Elsa, Texas 78543 National Objective: LMC Goal Outcome Indicator: 5 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	ELSA	Continued
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory and sub-specialty referrals for the low income and uninsured residents of Delta Area and students enrolled in the Edcouch-Elsa ISD. Location: 1200 E. Santa Rosa, Edcouch, TX 78538 National Objective: LMC Goal Outcome Indicator: 35 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	GRANJENO	$248,834.00 +$250,000.00 $498,834.00 *(Loan payment to City of Granjeno)*
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 6603 S. FM 494 Granjeno, TX 78572	**$3,000.00**
03F **Cat. Excluded Not Subj To:** **58.35 (b)(7)**	PARKS, RECREATIONAL FACILITIES Project consists of the continued* development and construction of Granjeno Park - Phase III to include items not completed in Phase I & Phase II such as the reconstruction of the parking lot area, sidewalks to meet ADA Compliance, fencing around the perimeter of the park, a Veterans Memorial area to include flag poles, benches and memorial plaque, exercise equipment, and shade areas. Project will also include advertisements, professional service fees, material testing fees, and all related appurtenances, etc. Previously environmentally cleared in FY 2014. Location: Granjeno Park: 6607 South FM 494 Granjeno TX, 78572 Census Data: 213.01 (03) PLACE #: 30608 National Objective: 74% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$245,834.00** **+$250,000.00** **$495,834.00** **(Precinct No. 1 Loan Payment #2)**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	HIDALGO	$248,834.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 704 E. Texano Drive, Hidalgo TX 78557	**$3,000.00**
03F **Cat. Excluded Not Subj To:** **58.35 (b)(7)**	**PARKS, RECREATIONAL FACILITIES** Project consists of the continuation for the rehabilitation and expansion of the bathroom/concession stand facility, purchase and installation of park equipment and installation of conventional lighting throughout the park perimeter. Project will also include but not limited to professional engineering services, geo-technical and material testing fees, and all related appurtenances, etc. Previously environmentally cleared in FY 2016. Location: Valle Alto Park: 301 McColl Road, Hidalgo, TX 78557 Census Data: 213.05 (03) National Objective: 63.25% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$245,834.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	LA JOYA	$248,834.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 101 N. Leo Avenue, La Joya, TX 78560	**$3,000.00**
03K **Cat. Excluded Subj. To:** **58.35 (a)(1)**	**STREET IMPROVEMENTS** Project consists of funding for the paving (overlay) of streets to include but not limited to adjacent/abutting streets within the same general vicinity, such as professional engineering services, geotechnical and material testing fees, and all related appurtenances, etc. Location: 1st, 2nd, 3rd, 4th, and 5th Streets (From Alex Avenue to Leo Avenue), Garza Street (from Expressway 83 to 8th Street), and King Street (from Expressway 83 to 6th Street), La Joya, TX 78560 Census Data: 0242.05 (03) National Objective: 60.92% LMA Goal Outcome Indicator: 1740 Beneficiary Type: People	**$ 163,975.00**
03O **Cat Excluded Not Subj. to:** **58.35 (b)(3)**	**FIRE STATIONS/EQUIPMENT** Funds will be utilized for the purchase of fire protection equipment including but not limited to SCBA's (Self Contained Breathing Apparatus) and Base Radios for Fire Units. Location: 625 E. Expressway 83, La Joya, TX 78560 Census Data: Place# 40384 National Objective: 56% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$20,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES - La Joya Senior Center** Project expenditures include salary reimbursement for senior service employees including but not limited to a Van Driver, Kitchen Aide, Center Aide I, Center Aide II, and swimming instructor for services provided to the elderly 62 years of age or older. Services will include water aerobics instruction to enhance physical activity. Location: 920 South Leo Ave, La Joya, TX 78560 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$35,000.00**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES - Youth Center** Project expenditures include reimbursement of salaries for direct services provided by the director and staff. Purchase of equipment to include but not limited to baseball, soccer, cheer, dance, after school mentorship, swimming lessons, football, arts, and a craft instruction course benefiting the youth 4-18 years of age within the community of La Joya. Location: 604 Salomon Chapa, La Joya, TX 78560 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$26,859.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	LA VILLA	$ 0.00
	NO WORKPLAN SUBMITTED Funds will be forfeited to Precinct No. 1	

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	MERCEDES	$248,834.00
21A **Exempt** **58.34 (a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 400 S. Ohio Ave., Mercedes, TX 78570	**$1,800.00**
03K **Exempt** **58.34 (a)(11)**	**STREET IMPROVEMENTS** – Pre-award Agreement (Bond Payment) Project consists of a Pre-award Agreement Bond payment. Location: 400 S. Ohio Ave., Mercedes, TX 78570 Census Data: Place# 47700 National Objective: 63.57% LMA Goal Outcome Indicator: 15,370 Beneficiary Type: People	**$143,266.00**
03O **Cat. Excl.** **Not Subj. to:** **58.35 (b)(3)**	**FIRE STATIONS/EQUIPMENT** Project consists of the purchase of firefighting equipment for the fire suppressions team such as, but not limited to, 14-15 thermal imagers and accessories. Location: 105 North Ohio Ave., Mercedes, TX 78570 Census Data: : Place# 47700 National Objective: 63.57% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$20,000.00**
03F **Cat. Excl.** **Not Subj. to:** **58.35 (b)(7)**	**PARKS, RECREATIONAL FACILITIES** Project consists of the purchase and installation of park equipment to include but not limited to swings, slides, picnic tables and playscape(s) and all related appurtenances, etc. Location: City of Mercedes Sports Complex Park: 1212 North Vermont Ave. Mercedes, TX 78570 Census Data: 231.02 (3), 231.04 (2-3) National Objective: 71% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$31,409.00**
05 **Cat. Excl.** **Not Subj. to:** **58.35 (b)(3)**	**OTHER PUBLIC SERVICES - Library** Project consists of the purchase of equipment, furnishings and/or supplies for the library to assist with providing services. Location: 410 S. Ohio Street, Mercedes, TX 78570 Census Data: : Place# 47700 National Objective: 63.57% LMA Goal Outcome Indicator: 15,370 Beneficiary Type: People	**$16,859.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	MERCEDES	Continued
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES - Amigos Del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years or older) residents within the City of Mercedes. Location: Senior Center – 332 E. 5th Street, Mercedes, TX 78570 National Objective: LMC Goal Outcome Indicator: 12 Beneficiary Type: People	**$10,000.00**
05N **Exempt** **58.34 (a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc. who provide direct services to the youth of the City of Mercedes. Location: 525 W. Wisconsin Rd., Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$5,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents of the Mercedes area. Location: 1500 First Street, Mercedes, TX 78570 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$13,000.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled within the City of Mercedes. Location: 840 W. Austin Ave., Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 18 Beneficiary Type: People	**$7,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	**PALMHURST**	**$0.00**
	NO WORKPLAN SUBMITTED **Funds will be forfeited to Precinct No. 3 for Street Improvements.**	

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PALMVIEW	**$248,834.00** **+$37,467.00** **$286,301.00** *(Program Income)*
21A **Exempt** **58.34 (a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 400 W. Veterans Blvd., Palmview, TX 78572	**$3,000.00**
03F **Cat. Excl.** **Not Subj. to:** **58.35 (b)(7)**	**PFI-PARKS, RECREATIONAL FACILITY IMPROVEMENTS** Project consists of Phase II for the complete development of Showers Park, to include but not limited to the purchase and installation of park playground equipment, slides, swings and related recreational equipment. The construction of a walking/running trail, small basketball pavilion, bathroom facilities, sidewalks, small BBQ pit areas with covered benches and table combos, parking lot area, lighting, irrigation system, landscaping, and add a new splash pad area. Other expenditures will include professional engineering services, geotechnical and material testing fees, and all related appurtenances, etc. Project is already environmentally cleared in FY 2014. Location: 215 Showers Road, Palmview, TX 78572 Census Data: 242.05 (01) National Objective: 67% LMA% Goal Outcome Indicator: 3355 Beneficiary Type: People	**$245,834.00** **+$37,467.00** **283,301.00** *Amount Includes Program Income from the Youth Center.*

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PEÑITAS	$248,834.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 1111 Main St., Penitas, TX 78576	**$3,000.00**
03K **Environmental Assessment** **58.36**	**STREET IMPROVEMENTS** Project consists of the reconstruction of the intersection of Tom Gill Road (from Highway 83 to Diamond Avenue), to include but not limited to drainage and all related appurtenances. Project will also include improvements if needed, to adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: Tom Gill Road (from US Hwy 83 to Diamond Avenue), Peñitas, TX 78576 Census Data: PLACE: 56696 National Objective: 54.61% LMA Goal Outcome Indicator: 4120 Beneficiary Type: People	**$240,834.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents of Peñitas area. Location: 611 N. Bryan Road, Mission, TX 78572 National Objective: 61% LMA Goal Outcome Indicator: 25 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PROGRESO	$248,834.00
03K Environmental Assessment 58.36	**STREET IMPROVEMENTS** Project consists of Phase 1 of the reconstruction of Malone Street, to include but not limited to drainage and adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, all related appurtenances, etc. Location: Malone Street (1015 to Mills St.) , Progreso, TX 78579 Census Data: 228.00 (2 & 4) National Objective: 70% LMA Goal Outcome Indicator: 4,185 Beneficiary Type: People	**$223,834.00**
03O Cat. Excl. Not Subj. to: 58.35 (b)(3)	**FIRE STATIONS/EQUIPMENT** Project consists of the purchase of firefighting equipment for the volunteer fire department such as, but not limited to, bunker gear, hoses, jaws of life and SCBA packs. Location: 810 N. Business FM 1015, Progreso, TX 78579 Census Data: Place# 59636 National Objective: 73.33% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$25,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	**PROGRESO LAKES**	**$0.00**
	NO WORKPLAN SUBMITTED **Funds will be forfeited to Precinct No. 1 for Street Improvements**	

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	SAN JUAN	$276,051.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 709 S Nebraska Ave., San Juan, TX 78589	**$3,000.00**
03K **Environmental Assessment** **58.36**	**STREET IMPROVEMENTS** Project consists of the reconstruction of several streets to include but not limited to adjacent/abutting streets within the same general vicinity and all related appurtenances. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Locations: 12th Street (from Veterans Blvd. to Miguel Hidalgo), 13th Street (from Veterans Blvd. to Coil Dr.), Miguel Hidalgo Street (From 13th St., to end of road), Doe Street (From 13th Street to end of road), and Coil Dr. (from 13th Street to end of road), San Juan, TX 78589 Census Data: 0220.01 (01) National Objective: 61.25% LMA Goal Outcome Indicator: 1845 Beneficiary Type: People	**$244,051.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled within the City of San Juan. Location: 840 W. Austin Ave., Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 12 Beneficiary Type: People	**$4,000.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – Amigos Del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the city of San Juan. Nutritional Health Education will be a new service provided by staff. Location: Nutrition Center/Senior Center – 600 W. 1st Street, San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 12 Beneficiary Type: People	**$7,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	SAN JUAN	Continued
05 **Exempt** **58.34(a)(4)**	**OTHER PUBLIC SERVICES – Boys and Girls Club of Alamo / San Juan** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth 4-18 years of age and the purchase of minor recreational equipment/supplies for program activities. Location: Alamo Unit – 501 N. 13th Street, Alamo, TX 78516 and Sorensen Elementary – 715 South Standard, San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 22 Beneficiary Type: People	**$7,500.00**
05N **Exempt** **58.34(a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – CASA of Hidalgo County** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits and mileage for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings. County Wide Project. Location: 1001 S. 10th Avenue, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 50 Beneficiary Type: People	**$5,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents of the San Juan area. Location: 801 W. 1st St., San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 40 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	SULLIVAN CITY	$248,834.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: City Hall 500 Cenizo Avenue, Sullivan City, Texas 78595	**$3,000.00**
03I **Environmental Assessment** **58.36**	**FLOOD DRAINAGE IMPROVEMENTS** Project consists of the construction of a swale/bar ditch and valley gutters, to include but not limited to the installation of driveway culvert pipes, safety ends, related street resurfacing improvements and replacement of existing driveways up to property line. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: El Faro Road (from Expressway 83 to 4th Street), Sullivan City, TX 78595 Census Data: 0242.01 (03) National Objective: 78.59% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$245,834.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	WESLACO	$276,051.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 255 S. Kansas Street, Weslaco, TX 78596	**$2,510.00**
03J **Cat. Excluded** **Not Subj. to** **58.36 (b)(7)**	**WATER/SEWER IMPROVEMENTS** Project consists of Phase 3 of a multi- year funded project for the replacement of water lines and related street resurfacing improvements to the alleys/streets (between Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon Avenue). Project will also include but not limited to adjacent/abutting alleys/streets within the same general vicinity, all related appurtenances, professional engineering services, geotechnical and material testing fees, etc. Project environmentally cleared in FY 2015. **Location:** Alleys and streets between Texas Blvd. and Kansas Ave. (from Buisness 83 to South Eighth St.); Alley between Kansas Ave. and Illinois Ave. (from Business 83 to Eighth St.); Alley Between Iowa Ave. and Michigan Ave. from Business 83 south to Sixth St.); Alley between Iowa Ave. and Oregon Ave. (from Seventh St. to Eighth St.), Weslaco, TX 78596 Census Data: 227.01 (01) National Objective: 53.83% LMA Goal Outcome Indicator: 900 Beneficiary Type: People	**$268,541.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – Amigos Del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the City of Weslaco. Location: Casa de Amigos V: 1201 W. 6th St., Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: 5 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 1	$422,138.00 -$250,000.00 +$248,834.00 +$25,044.00 $446,016.00 *(Loan payment to City of Granjeno) plus forfeited La Villa &, Progreso Lakes Funds.*
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: 1902 Joe Stephens Ave., Suite 101, Weslaco, TX 78596	**$2,000.00**
03K **Cat. Excluded Subj. To:** **58.35 (a)(1)**	**STREET IMPROVEMENTS** Project will consists of the paving (overlay) to the existing county roads in Precinct No. 1 to include but not limited to adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: Tower Rd. (From Sioux Rd. to El Dora Rd.) Alamo TX; Victoria Rd. (From Castillo to Sun Flower St.) and Lott Rd. (from FM 493 to Soderquist Rd.), Donna, TX; Mile 6 ½ W. (From Expressway 83 to 2,640 ft. north) and Mile 11 N. (From FM 88 to Mile 4 ½), Weslaco, TX, Mile 16 N. (From FM 88 going west .25 Miles) and Saltillo St. (from Mile 17 ½ N. to dead end), Elsa, TX, Jesus Bazan (from FM 88 to 1st St.), Monte Alto, TX Census Data: 0219.01 (01, 03 & 04) 0222.01 (03), 0222.04 (01 & 02), 0224.02 (01), 0225.01 (02), 0244.02 (1), 0244.04 (02), 0246.00 (01) National Objective: 62% LMA Goal Outcome Indicator: 23,365 Beneficiary Type: People	**$27,138.00** **$25,044.00** **$148,834.00** **$201,016.00** **Includes Progreso Lakes and La Villa Forfeited funds.**
01 **Category Excluded Subj to:** **58.35 (a)(1)**	**ACQUISITION OF REAL PROPERTY-CITY OF LA VILLA** Project will consist of the purchase of land for the expansion of the wastewater treatment plant to include but not limited to related expenses as necessary. Location: Sewer Plant: Mile 17 and Uncle Peter's Rd., La Villa, TX 78562 Census Data: 0246.00 (02) National Objective: 68.47% LMA Goal Outcome Indicator: 1,015 Beneficiary Type: People	**$85,000.00** **Includes La Villa Forfeited funds**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 1	Continued
05B **Exempt** **58.34 (a)(4)**	**HANDICAPPED SERVICES – C.A.M.P. University** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults within qualified Hidalgo County areas. Location: 1400 N. 10th St., McAllen, TX 78502 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$10,000.00**
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS – Open Hands Community Charitable Services** Project expenditures include the reimbursement of expenses for purchase of food distributed by the Open Hands Community Charitable Services to residents of Donna and Precinct No. 1 areas. Location of services: 301 S. 17th Street, Donna, TX 78537 National Objective: LMC Goal Outcome Indicator: 300 Beneficiary Type: People	**$15,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Easter Seals Rio Grande Valley** Project expenditures include but are not limited to the reimbursement of expenses for outpatient rehabilitation services; such as physical, occupational and speech-language therapy to uninsured adults and children residing in the Precinct No. 1 areas. Location: 1217 Houston Street, McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: 3 Beneficiary Type: People	**$4,000.00**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES – Boys and Girls Club of Alamo-San Juan** Project expenditures include but not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within Precinct No. 1 areas. Location: 501 N. 13th Street, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 45 Beneficiary Type: People	**$10,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 1	Continued
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos Del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 1 areas. Location: 4138 Crosspoint Blvd., Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 10 Beneficiary Type: People	**$8,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Foster Grandparent Program** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth of the Precinct No. 1 areas. Location: 840 W. Austin Ave. Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$5,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within the Precinct No. 1 areas. Location: 840 W. Austin Ave, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$5,000.00**
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES – LRGVDC Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents of Precinct No. 1. These funds will be utilized as part of a county-wide project benefit. Location: 301 West Railroad, Weslaco, TX 78596 National Objective: LMA Goal Outcome Indicator: 478,645 Beneficiary Type: People	**$20,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 1	Continued
05G **Exempt** **58.34 (a)(4)**	**SERVICES FOR BATTERED AND ABUSED SPOUSES – Mujeres Unidas/ Women Together** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as shelter advocate, transitional housing advocate, Intake clerk/receptionist, etc. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault within the County of Hidalgo. This will be a county wide project. Location: Weslaco Satellite Center – 111 E. 5th Street, Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: 125 Beneficiary Type: People	**$8,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents of Precinct No. 1. Location: 111 E. 5th St., Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$10,000.00**
05N **Exempt** **58.34 (a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor, Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. This will be a county wide project. Location: 525 W. Wisconsin Rd., Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 135 Beneficiary Type: People	**$25,000.00**
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS – RGV Food Bank** Project expenditures include the reimbursement of expenses for purchase of food distributed by the Edcouch Harvest Time Valley Church to residents of Edcouch and Precinct No. 1 areas. Location: 612 E. Santa Rosa, Edcouch, TX 78538 National Objective: LMC Goal Outcome Indicator: 200 Beneficiary Type: People	**$9,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 1	Continued
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS – RGV Food Bank** Project expenditures include the reimbursement of expenses for purchase of food distributed by the Elsa Housing Food Pantry to residents of Elsa and Precinct No. 1 areas. Location: 309 West 3rd Avenue, Elsa TX 78543 National Objective: LMC Goal Outcome Indicator: 135 Beneficiary Type: People	**$9,000.00**
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS – RGV Food Bank** Project expenditures include the reimbursement of expenses for purchase of food distributed by the Iglesia Rosa de Saron to residents of the City of La Villa. Location: Youth Center – 302 West 2nd Street, La Villa, TX 78562 National Objective: LMC Goal Outcome Indicator: 200 Beneficiary Type: People	**$7,500.00** **Includes La Villa Forfeited funds**
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES –LRGVDC Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents of the City of La Villa. These funds will be utilized as part of a county-wide project benefit. Location: 301 W. Railroad, Weslaco, TX 78596 National Objective: LMA Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$7,500.00** **Includes La Villa Forfeited funds**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES - The RGV Literacy Center** Project expenditures include but are not limited to the reimbursement of an outreach specialists salaries and program supplies and related expenses. The specialist will conduct outreach meeting and provide classes in language acquisition (ESL), general education development (GED) classes skills. Location: Acker House: 805 S. Missouri, Mercedes, TX 78570; Progreso Community Resource Center 510 South FM 1015, Progreso, TX 78579 Office: 203 W. Quentin Newcombe Ave. Pharr, TX National Objective: LMC Goal Outcome Indicator: 25 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 2	$422,138.00
21A Exempt 58.34(a)(3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: Precinct No. 2 - 300 W. Hall Acres, Suite G, Pharr, TX 78577	**$5,000.00**
03O Cat. Excl. Not Subj. to: 58.35 (b)(3)	**FIRE STATIONS/EQUIPMENT** Project consists of the purchase of firefighting equipment for the fire suppressions team such as, but not limited to, 10 sets of bunker gear (pants, helmets, boots, gloves and hoods, suspenders and lights). Location: 2301 N Raul Longoria Rd, San Juan, TX 78589 Census Data: Place # 65516 National Objective: 56.57% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$25,000.00**
03 Cat. Excluded Not Subj. to 58.36 (b)(7)	**OTHER PUBLIC FACILITY AND IMPROVEMENTS – San Juan Youth Center** Project consists of Phase 2 of a multi-year funded project (2014, 2015 & 2016) for the construction of a new youth center located within the City of San Juan, to include but not limited to the purchase of furniture, recreational equipment and all related appurtenances, etc. Project environmentally cleared on FY 2015. Location: 509 E. Earling Rd., San Juan, TX 78589 Census Data: 218.03 (1-2), 218.04 (1-3), 218.05 (1-3), 218.06 (1-3), 220.01 (1-5) National Objective: 68.74% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$195,638.00**
05 Exempt 58.34 (a)(4)	**OTHER PUBLIC SERVICES – Boys and Girls Club for San Juan Youth Center** Project expenditures include but not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within qualified Precinct No. 2 areas. Location: 509 E. Earling Road, San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 75 Beneficiary Type: People	**$75,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 2	Continued
05B **Exempt** **58.34 (a)(4)**	**HANDICAPPED SERVICES – C.A.M.P. University** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults within qualified Hidalgo County areas. Location: 1400 N. 10th St., McAllen, TX 78502 National Objective: LMC Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$5,000.00**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES – Boys and Girls Club of Alamo, Inc.** Project expenditures include but not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within qualified Precinct No. 2 areas. Location: 501 N. 13th Street, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 25 Beneficiary Type: People	**$13,500.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within qualified Precinct No. 2 areas. Location: 600 W. 1st St., San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 10 Beneficiary Type: People	**$8,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Foster Grandparent Program** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth within qualified Precinct No. 2 areas. Location: 840 W. Austin Ave., Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 5 Beneficiary Type: People	**$3,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 2	Continued
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within qualified Precinct No. 2 areas. Location: 840 W. Austin Ave., Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 6 Beneficiary Type: People	**$5,000.00**
05E Exempt 58.34 (a)(4)	**TRANSPORTATION SERVICES – LRGVDC Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents within qualified Precinct No. 2 areas. These funds will be utilized as part of a county-wide project benefit. Location: 301 W. Railroad, Weslaco, TX 78596 National Objective: LMA Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$25,000.00**
05G Exempt 58.34 (a)(4)	**SERVICES FOR BATTERED AND ABUSED SPOUSES – Mujeres Unidas / Women Together** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as shelter advocate, transitional housing advocate, Intake clerk/receptionist, etc. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault within qualified Precinct No.2 areas. Location: 501 N. Cynthia, McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: 90 Beneficiary Type: People	**$13,500.00**
05M Exempt 58.34 (a)(4)	**HEALTH SERVICES –Hope Family Health Center** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, counseling services, prescription assistance, lab referrals, case management, etc., to the low income and uninsured residents within qualified Precinct No. 2 areas. Location: 2332 Jordan Rd., McAllen, TX 78503 National Objective: LMC Goal Outcome Indicator: 70 Beneficiary Type: People	**$25,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 2	Continued
05N Exempt 58.34 (a)(4)	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – CASA of Hidalgo County** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits and mileage for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings within qualified Hidalgo County areas. Location: 1001 S. 10th Avenue, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 17 Beneficiary Type: People	**$8,000.00**
05N Exempt 58.34 (a)(4)	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth within qualified Hidalgo County areas. Location: 525 W. Wisconsin Rd, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 60 Beneficiary Type: People	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 3	**$422,138.00** **+$17,417.00** **$439,555.00** *Includes Palmhurst forfeited funds.*
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: Precinct No. 3 Office - 724 N. Breyfogle, Mission, TX 78574	**$5,000.00**
03K **Environmental Assessment (8-STEP)** **58.36**	**STREET IMPROVEMENTS** Project consists of the paving (overlay) to the existing county roads in Precinct No. 3, to include but not limited to adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: Greenland Acres Subdivision, (Greenblair Ave, Greenfield Ave., Green Viy, Greenmeadow Dr. and Greenland Circle), Mesquite Lane (from El Pinto Road to Dead end), Jennifer Street (From Bentsen Palm Drive to Dead end), Brandy Street, (From Bentsen Palm Drive to Dead end), and Acevedo Subdivision (Aaron, Danny and Lana Streets), Mission, TX 78572 Census Data: 0202.01 (02), 0242.01 (02), 0241.07 (01) & 0241.14 (01) National Objective: 75% LMA Goal Outcome Indicator: 18,465 Beneficiary Type: People	**$227,138.00** **+17,417.00** **$244,555.00** Includes Palmhurst Forfeited funds.
05N **Exempt** **58.34 (a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – CASA of Hidalgo County** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits and mileage for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings within qualified Hidalgo County areas. Location: 1001 S. 10th Avenue, Edinburg TX 78539 National Objective: LMC Goal Outcome Indicator: 75 Beneficiary Type: People	**$25,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 3	Continued
05N **Exempt** **58.34 (a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor, Nurse and Executive Director, etc. who provide direct services to the youth within qualified Hidalgo County areas. Location: 525 W. Wisconsin Rd, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 120 Beneficiary Type: People	**$25,000.00**
05G **Exempt** **58.34(a)(4)**	**SERVICES FOR BATTERED AND ABUSED SPOUSES – Women Together / Mujeres Unidas** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as shelter advocate, transitional housing advocate, Intake clerk/receptionist, etc. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault within qualified Precinct No. 3 areas. Location: 501 N. Cynthia, McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: 200 Beneficiary Type: People	**$13,000.00**
05B **Exempt** **58.34 (a)(4)**	**HANDICAPPED SERVICES – C.A.M.P. University** Project expenditures include but are not limited to reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults within qualified Hidalgo County areas. Location: 1400 N. 10th St., McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$20,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Hope Family Health Center** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but are not limited to counseling services, prescription assistance, lab referrals, case management for the low income and uninsured residents within qualified Pct. 3 areas. Location: 2332 Jordan Rd., McAllen, TX 78503 National Objective: LMC Goal Outcome Indicator: 120 Beneficiary Type: People	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 3	Continued
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within qualified Precinct No. 3 areas. Location: 1303 Matamoros Street, Mission, TX 78572 National Objective: LMC Goal Outcome Indicator: 13 Beneficiary Type: People	**$12,000.00**
05E **Exempt** **58.34(a)(4)**	**TRANSPORTATION SERVICES – LRGVDC Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents within qualified Pct. 3 areas. These funds will be utilized as part of a county-wide project benefit. Location: 301 W Railroad, Weslaco, TX 78596 National Objective: LMA Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$25,000.00**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES –Boys and Girls Club of Mission** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within qualified Precinct No. 3 areas. Location: Jessie Jensen Elementary Unit located on 5 ½ Glasscock Road in Mission, TX 78572 National Objective: LMC Goal Outcome Indicator: 40 Beneficiary Type: People	**$25,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within qualified Precinct No. 3 areas. Location: 840 W. Austin Ave, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$7,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 3	Continued
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Foster Grandparent Program** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth within qualified Precinct No. 3 areas. Location: 840 W. Austin Ave., Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 22 Beneficiary Type: People	**$7,500.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents within qualified Precinct No. 3 areas. Location: 611 N. Bryan Road, Mission, TX 78572 National Objective: LMC Goal Outcome Indicator: 150 Beneficiary Type: People	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 4	$422,138.00
21A **Exempt** **58.34 (a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: Precinct No. 4 - 1051 N. Doolittle Rd., Edinburg, TX 78542	**$3,000.00**
03K **Environmental Assessment** **8-STEP** **58.36**	**STREET IMPROVEMENTS** Project consists of new construction, re-construction/paving (overlay) to existing county roads in Precinct No. 4, to include but not limited to adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: Sugarland Road (N. of Owassa), Cuevas Dr. (N. of Owassa), Hernandez Dr. (West of Holmes Road), Mile 17 (Between Tower and Sharp Road), Lee Ann Drive (East of Alamo Road), San Jose St. (N. of Alberta), Iowa Road (Between Tower and Alamo Road), Sabinito Road (S. of Alberta), Roosevelt (West of Valverde) San Fancisco Road (Between Mile 17 and N, 83rd St), San Santiago (Between 83rd and San Francisco) and Santa Elena (Between Mile 17 and San Santiago). Census Data: 0235.07 (02) (03) 0235.15 (02) 235.14 (01)(03) National Objective: 66% LMA Goal Outcome Indicator: 17,265 Beneficiary Type: People	**$277,638.00**
05N **Exempt** **58.34 (a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor, Nurse and Executive Director, etc who provide direct services to within qualified Hidalgo County areas. Location: 525 W. Wisconsin Rd, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 60 Beneficiary Type: People	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 4	Continued
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES – LRGVDC Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to low income within qualified Hidalgo County areas. Location: 301 W. Railroad, Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$10,000.00**
05G **Exempt** **58.34 (a)(4)**	**SERVICES FOR BATTERED AND ABUSED SPOUSES – Mujeres Unidas/ Women Together** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as shelter advocate, transitional housing advocate, Intake clerk/receptionist, etc. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault within qualified Precinct No. 4 areas. Location: 501 N. Cynthia, McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$10,000.00**
05B **Exempt** **58.34 (a)(4)**	**HANDICAPPED SERVICES – C.A.M.P. University** Project expenditures include but are not limited to reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults within qualified Hidalgo County areas. Location: 1400 N. 10th St., McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$15,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within qualified Precinct No. 4 areas. Location: 1210 E. Kuhn Street, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 9 Beneficiary Type: People	**$9,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 4	Continued
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within qualified Precinct No. 4 areas. Location: 840 W. Austin Ave., Alamo, TX, 78516 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$10,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents within qualified Precinct No. 4 areas. Location: 300 N. 86th Street, San Carlos, TX 78542 and 801 W. 1st Street In San Juan, TX 78589 (Dental Services) National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$12,500.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Foster Grandparent Program** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth within qualified Precinct No. 4 areas. Location: 840 West Austin Avenue, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 22 Beneficiary Type: People	**$5,000.00**
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS - RGV Food Bank** Project expenditures include the reimbursement of expenses for purchase food distributed by the San Carlos Community Center and a Mobile Food Pantry for the residents of Faysville within qualified Precinct No. 4 areas. Location: Corner of Sunflower Rd. and Highway 107, San Carlos, TX and Faysville, TX 78542 National Objective: LMC Goal Outcome Indicator: 400 Beneficiary Type: People	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 4	Continued
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES – Boys and & Girls Club of Edinburg** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within qualified Precinct No. 4 areas. Location: Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; San Carlos Unit – 6th St and East HWY 107, San Carlos, TX; Kennedy Elementary – East on HWY 107 & 83rd Street, San Carlos, TX 78542 and Faysville Unit- Guerra Elementary, 10010 N. Via Fernandez Street, Edinburg, TX 78541 National Objective: LMC Goal Outcome Indicator: 200 Beneficiary Type: People	**$40,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	CDBG	$ 1,386,739.00
21A **Exempt**	**GENERAL PROGRAM ADMINISTRATION** Funding for staff salaries/fringe benefits and other associated administrative costs for the administration of the Urban County Program.	**$1,386,739.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	HOME PROGRAM	$1,588,893.00 +$100,000.00 1,688,893.00
21A **Exempt**	**GENERAL PROGRAM ADMINISTRATION** Funding for staff salaries/fringe benefits and other associated administrative costs for the administration of the HOME Program.	**$158,889.00**
14A **Cat. Excluded Subj. To:** **58.35 (a)(3)(i)**	**REHAB: SINGLE-UNIT RESIDENTIAL** Project will provide rehabilitation and reconstruction services to fifteen (15) substandard homes for eligible homeowners and includes project delivery expenses. National Objective: LMH Goal Outcome Indicator: 15 Beneficiary Type: Housing Units	**$830,004.00** **+$100,000.00** **$930,004.00** *Amount Includes Program Income*
12 **Environmental Assessment** **58.36**	**CONSTRUCTION OF HOUSING** Funding for area community housing development organizations for the construction of up to ten (10) new single-family homes and includes project delivery expenses. National Objective: LMH Goal Outcome Indicator: 10 Beneficiary Type: Housing Units	**$600,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	EMERGENCY SOLUTIONS GRANT	$650,566.00
SHELTER OPERATIONS	**WOMEN TOGETHER FOUNDATION, INC.** **Maintenance & Operations** will pay for shelter maintenance, food operations, rent, security, fuel, equipment, insurance, utilities, and furnishings. (victims of domestic abuse). Location: 501 N. Cynthia St. McAllen, TX 78501; 511 N. Cynthia St., McAllen, TX 78501 and 420 N. 21st Street, McAllen, TX 78501	**$149,000.00**
	THE SALVATION ARMY OF MCALLEN **Maintenance & Operations** will pay for shelter maintenance that includes minor repairs, rent, security, fuel, equipment, insurance, utilities, food operations, and furnishings. Location: 1600 North 23rd Street, McAllen, TX 78501	**$160,474.00**
	WOMEN TOGETHER FOUNDATION, INC. **Essential Services** consists of case management salaries for staff that deliver transportation, educational services, employment assistance and job training, health or drug abuse counseling services to eligible participants (victims of domestic abuse). Location: 501 N. Cynthia St. McAllen, TX 78501; 511 N. Cynthia St., McAllen, TX 78501 , and 420 N. 21st Street, McAllen, TX 78501 Goal Outcome Indicator: 38,325 Beneficiary Type: Beds	**$43,000.00**
	TOTAL SHELTER	**$352,474.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	EMERGENCY SOLUTIONS GRANT	Continued
HOMELESS PREVENTION	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY** **Homeless Prevention Financial Rental Assistance** will provide temporary rental assistance to eligible individuals or families that have received court eviction or meet the homeless prevention eligible risk factors categories. Services include short-term rental assistance, medium-term rental assistance and rental arrears. Location: 700 N. Virgen de San Juan, San Juan TX 78589	**$78,000.00**
	CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY **Housing Relocation & Stabilization Services Costs** will pay for case management of staff who deliver the financial assistance services to eligible participants whom are at risk of becoming homeless due to court evictions and meet the homeless prevention eligible risk factors categories. Component services include housing search and placement, housing stability case management or mediation. Location: 700 N. Virgen de San Juan, San Juan TX	**$49,000.00**
	Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types: Rental application fees, security deposits, utility payments and utility deposits. Location: 700 N. Virgen de San Juan Blvd., San Juan, TX 78589	**$8,000.00**
	THE SALVATION ARMY OF MCALLEN **Homeless Prevention Financial Rental Assistance** will provide temporary rental assistance to eligible individuals or families that have received court eviction or meet the homeless prevention eligible risk factors categories. Services include short-term rental assistance, medium-term rental assistance and rental arrears. Location: 1600 North 23rd Street, McAllen, TX 78501	**$21,000.00**
	Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types: Rental application fees, security deposits, utility payments and utility deposits. Location: 1600 North 23rd Street, McAllen, TX 78501 Goal Outcome Indicator: 300 Beneficiary Type: People Assisted	**$2,000.00**
	TOTAL HOMELESS PREVENTION	**$158,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	EMERGENCY SOLUTIONS GRANT	Continued
RAPID RE-HOUSING	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY** **Rapid Re-Housing Services Financial Rental Assistance** will pay for financial temporary rental assistance to eligible individuals or families that are literally homeless, living in place not intended for human habitation, transitioning from institution or shelter and/or must meet the HUD "homeless" definition. Services include short-term rental assistance, medium-term rental assistance and rental arrears. Location: 700 N. Virgen de San Juan Blvd., San Juan, TX 78589	**$23,500.00**
	CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY **Housing Relocation & Stabilization Services Costs** will pay for case management of staff who deliver the financial assistance services to eligible participants whom are literally homeless, living in place not intended for human habitation, transitioning from institution or shelter and/or meet the HUD "homeless" definition. Component services include housing search and placement, housing stability case management or mediation. Location: 700 N. Virgen de San Juan Blvd., San Juan, TX 78589	**$16,000.00**
	Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types to eligible participants: Rental application fees, security deposits, utility payments and utility deposits. Location: 700 N. Virgen de San Juan, San Juan, TX 78589	**$5,000.00**
	THE SALVATION ARMY OF MCALLEN **Rapid Re-Housing Services Financial Rental Assistance** will pay for financial temporary rental assistance to eligible individuals or families that are literally homeless or living in place not intended for human habitation, transitioning from institution or shelter and/or meet the HUD "homeless" definition. Services include short-term rental assistance, medium-term rental assistance and rental arrears.	**$13,500.00**
	Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types to eligible participants: Rental application fees, security deposits, utility payments and utility deposits. Location: 1600 North 23rd Street, McAllen, TX 78501 Goal Outcome Indicator: 28 Beneficiary Type: Households Assisted	**$1,500.00**
	TOTAL RAPID RE-HOUSING	**$59,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	EMERGENCY SOLUTIONS GRANT	Continued
DATA COLLECTIONS (HMIS)	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY** **(HMIS) Data Collections** funds will be used to pay for costs contributing to data to HMIS client track system designated by the Continuum of Care. Eligible activities include computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees. Location: 700 N. Virgen de San Juan, San Juan, TX 78589	**$11,000.00**
	WOMEN TOGETHER FOUNDATION, INC. **(HMIS) Data Collections** funds will be used to pay for costs contributing to data collections and reporting to a comparable database system. Eligible activities include computer hardware, software or equipment, office space, salaries of operators, staff training costs and participation fees. (victims of domestic abuse) Location: 511 N. Cynthia, McAllen, TX 78501	**$20,000.00**
	THE SALVATION ARMY OF MCALLEN **(HMIS) Data Collections** funds will be used to pay for costs contributing to data to HMIS client track system designated by the Continuum of Care. Eligible activities include computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees. Location: 1600 North 23rd Street, McAllen, TX 78501	**$2,500.00**
	TOTAL DATA COLLECTIONS	**$31,800.00**
GENERAL ADMINISTRATION	**HIDALGO COUNTY - URBAN COUNTY PROGRAM** **Administration** project funds cover eligible costs that include general management, oversight and coordination of ESG grant, and activities eligible under CFR §576.108 of the administrative ESG component. Location: 427 E. Duranta Avenue, Suite 107 Alamo, TX 78516	**$48,792.00**
	TOTAL ADMINISTRATION	**$48,792.00**

AI-60695 **Health & Human Services Dept.** **13. A. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval to serve as the Primary Service Delivery Area (SDA) Liaison for the Uniform Hospital Rate Increase Program (UHRIP).

BACKGROUND

The liaison is responsible for disseminating information on the program to all stakeholders in the SDA. This governmental entity will be the primary point of contact between HHSC and the hospitals and the Managed Care Organizations (MCO) in that SDA.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

EMAIL

MCSA MAP

EMAIL TO HHSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/18/2017 04:25 PM
Merlen P. Munoz	Merlen P. Munoz	07/21/2017 03:15 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Dairen Sarmiento		Started On: 07/13/2017 02:18 PM

Final Approval Date: 07/21/2017

Dear Hospital Contact,

HHSC is planning to implement the Uniform Hospital Rate Increase Program (UHRIP) with an effective date of March 1, 2018. In order to do so, a number of steps need to be undertaken. These steps are outlined below. The first item, identifying the primary liaison for each SDA is to be **completed by July 18, 2017.**

Each SDA is to nominate one governmental entity, which is also a source of IGT, to act as the primary conduit of communications between HHSC and the hospitals and MCOs in each SDA. The liaison is responsible for disseminating information on the program to all stakeholders in the SDA, in concert with HHSC as necessary. Each SDA must nominate its governmental entity by close of business on July 18, 2017, to the HHSC UHRIP mailbox (RAD-UHRIP@hhsc.state.tx.us).

This governmental entity will be the primary point of contact between HHSC and the hospitals and the MCOs in that SDA. The governmental entity should identify two corporate officers within the entity that will act as the liaison in UHRIP-related interactions with HHSC.

	SDA Name:	
	Corporate Officer One	Corporate Officer Two
Name		
Title		
Hospital Name		
Email Address		
Phone Number		
Street Address		

Anticipated Steps

Steps	Anticipated Date	Comments
1. Identify primary	July 18, 2017	During the first attempt at implementing UHRIP, HHSC found

SDA Liaison		that there had been significant miscommunication among stakeholders. Among these were that not every eligible hospital in an SDA was informed of its role among the various hospitals in the UHRIP program and HHSC was not kept fully apprised of whether hospitals and MCOs were in agreement over the terms of participation in UHRIP in their SDA. The primary SDA liaison will be a governmental IGT entity within the SDA and will be the principal interlocutor between HHSC and the stakeholders in each SDA. Among the main responsibilities of the SDA liaison will be: • assisting HHSC in identifying and coordinating communication with other Medicaid hospitals in the SDA. Such communication would include ensuring that each UHRIP participating hospital understands: its roles and responsibilities; its relationship with MCOs under the UHRIP program; and the expected enhanced payment percentages it would receive under the program. • Where HHSC does not have uncompensated cost of care information for one or more hospitals in the SDA (i.e., hospitals in the SDA that do not participate in the DSH or UC programs), the liaison is expected to work with the hospital to obtain such data using S-10 data in accordance with HHSC guidance in performing calculations. • Coordinating with MCOs to ensure that they are system ready to implement UHRIP in the SDA.
2. HHSC will conduct webinars on how to submit applications to participate in UHRIP.	Week of July 31	HHSC anticipates that at least two webinars will be helpful. The webinars will be open to all stakeholders and will include ~~a~~ question and answer sessions. The webinars will include an explanation on how to submit an application

3. Invitation for UHRIP applications from SDA liaisons	Week of July 31	HHSC will work closely with SDA liaisons and will share information on hospitals known to HHSC in each SDA and their Medicaid shortfalls.
4. Application Processing	August 7 - August 25	During this process, HHSC will work closely with SDA liaisons in providing preliminary results on the processing of applications. SDA liaisons are expected to work with other IGT entities and hospitals in the SDA to provide timely feedback to HHSC on the results of application processing. HHSC's decisions on the percentage increase in enhanced directed payments are final.
5. Communicate preliminary percentage increases and IGT requirements to stakeholders	September 8	
6. Communicate final percentage increases and IGT requirements to stakeholders.	Expected by September 22	
7. Receipt of IGT from governmental entities from each SDA	November 1	The amount to be transferred must be sufficient to support an estimated six-month operation of the UHRIP program from March 1, 2018 - August 31, 2018.

Thanks,

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

TEXAS
Managed Care Service Areas
(Effective Fall 2016)

STAR Health (statewide) – Superior
CHIP RSA (MRSA Service Areas + Hidalgo) – Molina, Superior

STAR - *Aetna, Amerigroup, Cook Children's*
STAR+PLUS - *Amerigroup, Cigna-HealthSpring*
STAR Kids - *Aetna, Cook Children's*
CHIP - *Aetna, Amerigroup, Cook Children's*

LUBBOCK
STAR - *Amerigroup, FirstCare, Superior*
STAR+PLUS - *Amerigroup, Superior*
STAR Kids - *Amerigroup, Superior*
CHIP - *FirstCare, Superior*

MRSA WEST
STAR - *Amerigroup, FirstCare, Superior*
STAR+PLUS - *Amerigroup, Superior*
STAR Kids - *Amerigroup, Superior*

EL PASO
STAR - *El Paso First, Molina, Superior*
STAR+PLUS - *Amerigroup, Molina*
STAR Kids - *Amerigroup, Superior*
CHIP - *El Paso First, Superior*

TRAVIS
STAR - *Blue Cross and Blue Shield of Texas, Sendero, Seton, Superior*
STAR+PLUS - *Amerigroup, United*
STAR Kids - *Blue Cross and Blue Shield of Texas, Superior*
CHIP - *Blue Cross and Blue Shield of Texas, Sendero, Seton, Superior*

BEXAR
STAR - *Aetna, Amerigroup, Community First, Superior*
STAR+PLUS - *Amerigroup, Molina, Superior*
STAR Kids - *Community First, Superior*
CHIP - *Aetna, Amerigroup, Community First, Superior*

HIDALGO
STAR - *Driscoll, Molina, Superior, United*
STAR+PLUS - *Cigna-HealthSpring, Molina, Superior*
STAR Kids - *Driscoll, Superior, United*

TARRANT
DALLAS
STAR - *Amerigroup, Molina, Parkland*
STAR+PLUS - *Molina, Superior*
STAR Kids - *Amerigroup, Children's Medical Center*
CHIP - *Amerigroup, Molina, Parkland*

MRSA NORTHEAST
STAR - *Amerigroup, Superior*
STAR+PLUS - *Cigna-HealthSpring, United*
STAR Kids - *Texas Children's, United*

MRSA CENTRAL
STAR - *Amerigroup, Scott and White, Superior*
STAR+PLUS - *Superior, United*
STAR Kids - *Blue Cross and Blue Shield of Texas, United*

JEFFERSON
STAR - *Amerigroup, Community Health Choice, Molina, Texas Children's, United*
STAR+PLUS - *Amerigroup, Molina, United*
STAR Kids - *Texas Children's, United*
CHIP - *Amerigroup, Community Health Choice, Molina, Texas Children's, United*

HARRIS
STAR - *Amerigroup, Community Health Choice, Molina, Texas Children's, United*
STAR+PLUS - *Amerigroup, Molina, United*
STAR Kids - *Amerigroup,Texas Children's, United*
CHIP - *Amerigroup, Community Health Choice, Molina, Texas Children's, United*

NUECES
STAR - *Christus, Driscoll, Superior*
STAR+PLUS - *Superior, United*
STAR Kids - *Driscoll, Superior*
CHIP - *Christus, Driscoll, Superior*

RSA: Rural Service Area
MRSA: Medicaid Rural Service Area

TEXAS Health and Human Services Commission

Map Prepared by: Strategic Decision Support Department, Texas Health and Human Services Commission. MRL. October 1, 2015

Dairen Sarmiento

To: RAD-UHRIP@hhsc.state.tx.us
Cc: Eddie Olivarez (eddie.olivarez@hchd.org); Lulu Acevedo (lourdes.acevedo@hchd.org)
Subject: HIDALGO SDA

To Whom it May Concern:

On behalf of the Hidalgo Service Delivery Area ("SDA"), I am responding to the July 12, 2017 request that each SDA intending to participate in the Uniform Hospital Rate Increase Program ("UHRIP") nominate one governmental entity, which is also a source of IGT, to act as the primary conduit of communications between HHSC and the hospitals and MCOs in each SDA. Per your request, my colleague, Eduardo Olivarez, and I have been nominated by the Hidalgo SDA to serve as the UHRIP liaison for the Hidalgo SDA, contingent on Hidalgo County Commissioner's Court approval of the nomination. We understand that as the designated liaison, we are responsible for coordinating with HHSC and disseminating information on the program to all stakeholders in the SDA. We will work with our County Commissioner's Court, as well as the governing bodies in Webb, Cameron, Starr and Maverick counties, to ensure that all necessary approvals are in place as soon as possible.

Please see below for the requested contact information. As you review the information below, we recognize that the "Hospital Name" field is blank. The sponsoring governmental entity - Hidalgo County - is a county in the Hidalgo SDA and thus the "Hospital Name" field does not apply. Additionally, my colleague and I are employees of Hidalgo County and are not corporate officers of a health care facility/provider.

SDA Name: Hidalgo

	Corporate Officer One	Corporate Officer Two
Name	Dairen Sarmiento	Eduardo Olivarez
Title	Human Services Director	Chief Administration Officer
Hospital Name		
Email Address	dairen.sarmiento@hchd.org	eddie.olivarez@hchd.org
Phone Number	(956) 318-2011	(956) 383-8858
Street Address	1304 South 25th Avenue Edinburg, TX 78542	1304 South 25th Avenue Edinburg, TX 78542

We look forward to working with you and the UHRIP participants in the Hidalgo SDA over the coming weeks to ensure that UHRIP is implemented as scheduled. Many of the hospitals and Medicaid beneficiaries in the Hidalgo SDA stand to benefit from the new program. Please do not hesitate to contact us with any questions or if you need additional information.

Respectfully submitted,

Dairen Sarmiento, MBA
Health & Human Services
1304 South 25th Avenue
Edinburg, Texas 78542

956-292-7000 extension 7365

AI-60801 **Emergency Management** **14. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Ricardo Saldana, EMERGENCY MANAGEMENT

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: EMERGENCY MANAGEMENT

Information

CAPTION

Discussion, consideration and approval of the Memorandum of Understanding between the County of Hidalgo and the Food Bank of the Rio Grande Valley, Inc. for donation management services.

Authorization and approval for the Hidalgo County Judge to sign the Memorandum of Understanding.

BACKGROUND

Should a major disaster or a lesser emergency occur where individuals may want to donate money, goods, and/or services to assist the victims or participate in the recovery process. The amount of donations could be sizable, and we could face extreme difficulties in receiving, storing, securing, sorting, transporting, accounting for, and distributing the donations to the disaster victims and supervising volunteer workers desiring to assist in the efforts.

Hidalgo County does not wish to operate a system to collect, process, and distribute donations to disaster victims so therefore we request to enter into a Memorandum of Understanding with the Food Bank of the Rio Grande Valley to assist with donations management to best assist the needs of the residents of Hidalgo County affected by the disaster.

Fiscal Impact

Attachments

MOU Foodbank

Legal Review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/20/2017 03:42 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Sandra Deleon Started On: 07/20/2017 03:30 PM

Final Approval Date: 07/21/2017

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO AND THE FOOD BANK OF THE RIO GRANDE VALLEY, INC.

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the **FOOD BANK OF THE RIO GRANDE VALLEY, INC.,** hereinafter referred to as "Food Bank RGV", and the **COUNTY OF HIDALGO, TEXAS**, by and through it's the **Hidalgo County Office of Emergency Management and Hidalgo County Health and Human Services**, hereinafter referred to as "COUNTY".

WITNNESSETH:

WHEREAS, the COUNTY and Food Bank RGV have been working together for the safety, health and welfare of the citizens of Hidalgo County for over 20 years; and

WHEREAS, Under Annex-T of the Hidalgo County Emergency Management Plan, the Office of Emergency Management, Hidalgo County Health and Human Services and the Food Bank RGV have worked hand in hand during times of emergency; and

WHEREAS, the Food Bank RGV has responded to emergencies by assisting with food distribution, health information dissemination, and has the capacity to assist with large-scale mobilization of emergency response material, food relief, donation management and general support; and

WHEREAS, the County, by and through the Office of Emergency Management and Hidalgo County Health and Human Services has shown a critical need for the available capabilities that the Food Bank RGV possesses; and

WHEREAS, the County Judge is authorized to accept donations offers of services, equipment, supplies, materials, or funds on behalf of the County for the purposes of emergency services or disaster recovery under Texas Government Code Chapter 418.074 of the Texas Government;

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants passing between the parties hereto, it is understood and agreed by and between County and the Food Bank RGV to this agreement, as follows:

1. County and Food Bank RGV will provide collaborate to provide emergency aid and assistance to and for the benefit of the health, safety and welfare of the constituents.

2. Assistance will be provided by the Food Bank RGV, subject to availability of funding and resources, upon request by the Office of Emergency Management, and activated during periods of emergency situations and/or declares emergencies or disasters in accordance with this agreement and the Hidalgo County Emergency Management Plan Annex-T.

3. This agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor Food Bank RGV waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from third parties.

4. Food Bank RGV will have in place sufficient insurance to cover the general activities in which Food Bank RGV shall be taking part pursuant to this agreement, and shall provide evidence of such insurance to COUNTY upon request.

5. This agreement may be revised by mutual agreement set forth in writing and signed by both parties, or terminated by either party with at least ninety (90) days written notice to the other party.

6. This agreement will be governed by and construed in accordance with the laws of the State of Texas, and no statement shall be construed as being contrary to or in conflict with State or Federal law. Obligations and undertakings of each of the parties to this agreement shall be performable in Hidalgo County, Texas.

WITNESS THE HANDS OF THE PARTIES effective as of the _____day of _____, 2017;

FOOD BANK OF THE RIO GRANDE VALLEY, INC.

By: _____

Printed Name:_____

Title:_____

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Food Bank RGV MOU

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Jul 20, 2017 11:47 AM

Subject : Food Bank RGV MOU

To : Belinda Alvarez <belinda.alvarez@co.hidalgo.tx.us>, Ricardo Saldana <ricardo.saldana@co.hidalgo.tx.us>

Ms. Alvarez,

our office has reviewed the recommended changes to the MOU between the County and the Food Bank of the Rio Grande Valley, and at this time approve as to the form of the agreement.

respectfully,

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

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

****

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AI-60800 **Emergency Management** **14. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Ricardo Saldana, EMERGENCY MANAGEMENT

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: EMERGENCY MANAGEMENT

Information

CAPTION

1. Authorization and approval to appoint Donations Coordinator for Annex T of the Emergency Management Plan.
2. Authorization and approval for the Hidalgo County Judge to sign the letter of appointment.

BACKGROUND

Should a major disaster or a lesser emergency occur where individuals may want to donate money, goods, and/or services to assist the victims or participate in the recovery process. The amount of donations could be sizable, and we could face extreme difficulties in receiving, storing, securing, sorting, transporting, accounting for, and distributing the donations to the disaster victims and supervising volunteer workers desiring to assist in the efforts.

Hidalgo County does not wish to operate a system to collect, process, and distribute donations to disaster victims. Hidalgo County will however coordinate its donation management efforts with volunteer organizations and agencies to best assist the needs of the residents of Hidalgo County affected by the disaster. Therefore we request to appoint a Donations Coordinator that has successfully handled donations in the past. The appointment will remain in force until terminated by either party.

Fiscal Impact

Attachments

Letter of Appointment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/20/2017 03:40 PM

Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Sandra Deleon		Started On: 07/20/2017 03:21 PM
Final Approval Date: 07/21/2017		

DONATIONS COORDINATOR

LETTER OF APPOINTMENT

Effective this date, I have appointed **DeAnne Economedes** of the Food Bank of the Rio Grande Valley as the Donations Coordinator for Hidalgo County. The above-designated individual will supervise the entire donations management program for Hidalgo County using both my guidance and recommendations of the Donations Steering Group, if one is formed.

The Donations Coordinator will provide additional guidance, direction, and supervision to all functions of the Hidalgo County donations management program which are activated during and after a major emergency of disaster and fall under the jurisdiction of Hidalgo County.

The Donations Coordinator will additionally work closely and collaborate with all recognized voluntary agencies in Hidalgo County that will be helping victims during and after a disaster.

The appointment will remain in force until terminated by either party.

_____ _____

Honorable Ramon Garcia Date
Hidalgo County Judge

AI-60847 **Community Service Agency** **15. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Discussion, consideration and approval of short-term loan to Community Service Agency to be repaid from the Texas Veterans Commission Grant reimbursement.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funds to be identified from General Fund subject to grant approval.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 02:44 PM
Ivan Cantu	Ivan Cantu	07/21/2017 03:02 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Merlen P. Munoz Started On: 07/21/2017 02:25 PM

Final Approval Date: 07/21/2017

AI-60835 **Community Service Agency** **15. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Rosalinda Gonzalez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Division, consideration and possible approval of amendment No.2 of the Comprehensive Energy Assistance Program contract #58170002587 between Texas Department of Housing and Community Affairs (TDHCA) and Hidalgo County Community Service Agency (HCCSA), (pending legal review) with authorization for Jaime Longoria to electronically sign any and all pertinent documents.

BACKGROUND

Fiscal Impact

Attachments

Amendment No. 2 CEAP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 11:16 AM
Merlen P. Munoz	Merlen P. Munoz	07/21/2017 02:13 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Rosalinda Gonzalez Started On: 07/21/2017 11:12 AM

Final Approval Date: 07/21/2017

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **2** TO CONTRACT NUMBER **58170002587**
FY 2017 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

This Amendment No. **2** to Comprehensive Energy Assistance Program Contract Number. **58170002587** by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Hidalgo County, Texas-County of Hidalgo Community Service Agency,** a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties",

RECITALS

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number. **58170002587** ("Contract") on **January 01, 2017** and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

The following Contract sections, addendums and exhibits are hereby amended as follows:

1. Section 8 B. is deleted in it's entirety and replaced in it's entirety with:

   CEAP funds allow up to 7.22% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Budget attached hereto as Exhibit A. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHEAP State Plan.

2. Section 4. F. Department Obligations, of this Contract is hereby amended to read as follows:

   "Section 4. F. Department Obligations. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$4,523,129.00.**"

3. Exhibit A. Budget And Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.

SECTION 2.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.

SECTION 3.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 5.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 6.

By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 7.

This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 8.

This Amendment shall be effective and memorializes an effective date of **June 14, 2017.**

WITNESS OUR HAND EFFECTIVE: **June 14, 2017**

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **2** TO CONTRACT NUMBER **58170002587**
FY 2017 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

EXHIBIT A
BUDGET

Hidalgo County, Texas-County of Hidalgo Community Service Agency,
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 4,523,129.00 CEAP FUNDS CURRENTLY AVAILABLE

$ 1,200.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 326,570.00	-
Direct Services	$ 4,195,359.00	-
TOTAL CEAP BUDGET	$ 4,521,929.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 1,818,898.00	43.36
Utility Assistance	$ 1,818,898.00	43.36
Program Services	$ 557,563.00	13.29
TOTAL DIRECT SERVICES	$ 4,195,359.00	100.00

Subrecipient's service area consists of the following Texas counties:

HIDALGO

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in Contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

AI-60836 **Community Service Agency** **15. C.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Rosalinda Gonzalez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Division, consideration and possible approval of amendment No. 2 of the Community Service Block Grant Program contract #61170002636 between Texas Department of Housing and Community Affairs (TDHCA) and Hidalgo County Community Service Agency (HCCSA), (pending legal review) with authorization for Jaime Longoria to electronically sign and all pertinent documents.

BACKGROUND

Fiscal Impact

Attachments

Amendment No. 2 CSBG

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 11:16 AM
Merlen P. Munoz	Merlen P. Munoz	07/21/2017 02:14 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Rosalinda Gonzalez Started On: 07/21/2017 11:14 AM

Final Approval Date: 07/21/2017

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NUMBER **2** TO CONTRACT NUMBER **61170002636**
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: G-17-BI-TX- COSR
Award Year (Year of Award from HHS to TDHCA): 2017
Unique Entity Identifier Number: 161811138

This Amendment Number **2** to Community Services Block Grant Program Contract Number **61170002636** ("Second Amendment") by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Hidalgo County, Texas-County of Hidalgo Community Service Agency,** a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed to be effective on **June 01, 2017.**

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Community Services Block Grant Program Contract Number. **61170002636** to be effective on January 1, 2017 ("Contract"); and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

Section 4. A Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. A. Department Obligations. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **$1,259,289.00** in accordance with the budget as approved by the Department and the terms of this Contract."

SECTION 2.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Second Amendment. In the event this Second Amendment and the terms of the Contract are in conflict, this Second Amendment shall govern, unless it would make the Contract void by law.

SECTION 3.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This Second Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 5.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 6.

By signing this Second Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 7.

This Second Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 8.

This Second Amendment shall be effective and memorializes an effective date of **June 01, 2017.**

AGREED TO AND EXECUTED BY: **June 01, 2017**

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

AI-60691 **IT Department** **16. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Facilities Management:
Authorization and approval to purchase new wireless service through the County's membership/participation through CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:
13	Data Service for iPads	Office Use	4G Mobile Broadband Unl. @ $37.99 each per month

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Req #00342760

Attachments

Backup documents

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/13/2017 01:30 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Griselda Salazar		Started On: 07/13/2017 10:41 AM
Final Approval Date: 07/21/2017		

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: Facilities Mgmt Dept#:

Quantity: 13

Service: $ 493.87 /mo (x) 6 months = 12,963.22 Account: 7-1100-419-40-220-001-0 -532

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

Requisition Total: 8553.09 Requisition Number: 342760

STIPEND

(1) Employee: Employee ID#: Signature:

Department: Dept#:

Quantity:

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

Total:

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

Signature	Print Name	Date
	Daniel Flores	6/29/17

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

Signature	Print Name	Date
M Badillo for	Valde Guerra	6/29/17

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl @ $37.99 ea. per month

Commissioner's Court Action: Commissioner's Court Date:

☐ Approved Date: ☐ Disapproved

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

Revised: 03/09/2011

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment

Date:	May 4, 2017
Customer Name:	Hidalgo County
Sales Representative:	Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-TSO-3415. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

QUOTE ID 1754104440
DATE 5/4/2017
TERM Annual (12 Months)
PAGE 1 of 2

WIRELESS PROPOSAL FOR: Hidalgo County

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access		Included TEXT / PIX / FLIX	Included Data		Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99	13	$37.99		N	Unlimited		$0.00	$493.87	$5,926.44
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	13							$493.87	$5,926.44

MACHINE TO MACHINE	Line Count	Discounted Monthly Access			Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

FEATURES	Line Count	Discounted Monthly Access						Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)] $5,926.44

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
Apple iPad Mini 4 - 32GB	13	$429.99	$5,589.87
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	13		$5,589.87

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
OtterBox Case	13	$69.99	$45.49	$591.37
Screen Protector	13	$34.99	$22.74	$295.62
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
	26			$886.99

EQUIPMENT AND ACCESSORIES ESTIMATED COST $6,476.86

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$493.87	$5,926.44
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$6,476.86
INVESTMENT TOTAL		$12,403.30

2Q17 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

QUOTE ID 1754104440

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3415 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 04/03/2017

Requisition

Req # 00342760

PO #

Date: 05/17/17

Bill To: x
x

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

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: MSIFUENTES
956-289-7850

Contract No: DIR-TSO-3415

Special Instructions:
REQ # 770

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415		
		DO NOT DUPLICATE ORDER		
6.00	MONTH	CO 4G MOBILE BROADBAND UNLIMITED $37.99 FOR 13 LINES	493.87	2,963.22
13.00	EACH	CO ASSET # 73428----73440 APPLE IPAD MINI 4 -32G	429.99	5,589.87
		Account No	Encumbrance	
		7-1100-419-40-220-001-0-532	2,963.22	
		7-1100-419-40-220-001-0-660	5,589.87	
			Freight	.00
			Total	8,553.09

Authorized By: _____

AI-60881 **Elections Administration** **17. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action but not limited to Election updates.

BACKGROUND

Fiscal Impact

Attachments

estimate

Form Review

Form Started By: Monica Salinas Started On: 07/25/2017 05:24 PM

Final Approval Date: 07/25/2017

Estimate Cost for Early Voting Hours and Extended Hours
Payroll & Insurance **ONLY**
November General Election 2017

Additional Cost County Wide
Payroll and Insurance Only

All Locations-EV	8am - 5pm	8am - 6pm	8am - 7pm	7am - 7pm
Current Rate Judge $12.00 Alt./ Clerk $10.10	$512,335.46	$552,631.66	$594,299.74	$635,296.56
Extended hrs Cost	$0.00	$40,296.20	$81,964.28	$122,961.10
New Rate Judge $14.00 Alt./ Clerk $12.00	$607,240.46	$655,011.89	$704,396.49	$753,017.13
Extended hrs Cost	$0.00	$47,771.43	$97,156.03	$145,776.67

Does not include items on billing such as but not limited:

Base Charge, Ballot Coding, Ballot Styles, Audio Files English/ Spanish, Contest, Office, Amendments, Charters and Instructions.

Election Media, Verity Controller, Touch and Access, Delivery/ Pickup Fee, Voter Registration Database, Early Voting and Election Day Laptops Rental, Bar Code Scanner, Printer Labels, Username and Password,

Supplies, Combination Forms, Election Kits for Early Voting and Election Day, Thermal Code Paper, Maps, Sample Ballots, Application for Ballot by Mail, Provisional Ballots, Postage, Mail Ballot Kits, Advertisement, Ballot Board Payroll, Verizon Cell Phones.

AI-60599 **Elections Administration** **17. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion, consideration and approval to increase the wage rate to the Poll Workers (Election Judge, Alternative Judge/Clerk) as follows:

Title	Current Wage Rate (Non-Training)	Proposed Wage Rate (Non-Training)
Alternative Judge/Clerk	$ 10.10 per hour	$ 12.00 per hour
Election Judge	$ 12.00 per hour	$ 14.00 per hour

2. Discussion and consideration to increase the training rate for Election Judges and Alternative Judges/Clerks.

3. Approval to increase the training rate to $_____ for Election Judges and Alternative Judges/Clerks. This wage increase does not apply to elections conducted by Political Parties. Contractual Election Service Agreements will reflect the hourly rate if accepted.

Title	Current Wage Rate (Training)	Proposed Wage Rate (Training)
Election Judge, Alternative Judge/Clerk	$ 7.00 per hour	$ _____ per hour

4. Discussion, consideration and approval to adopt policy in which Hidalgo County Elections Department will not pay training to those individuals that fail to work during the upcoming Election period.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-414-00-130-001-0-123

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

BUDGETARY IMPACT:

Estimated County Payroll for 2017 General Elections:
Current Wage Rate (Non-Training): $359,989.00
Proposed Wage Rate (Non-Training): $426,020.00

Attachments

Poll Workers (Non-Training) Elections Cost

Fiscal Note (Non-Training)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/06/2017 01:39 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Carlos Nieto		Started On: 07/06/2017 12:57 PM
Final Approval Date: 07/21/2017		

2017 Election
Election Workers Wages (Non-Training)

No. of Workers	Position Title	Total Hrs.(including 1.5 overtime)	Hourly Rate	Total Regular Cost	Pickup/ Delivery Fee	Total Cost
	EARLY VOTING					
1	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
2	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
3	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
4	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
5	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
6	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
7	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
8	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
9	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
10	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
11	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
12	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
13	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
14	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
15	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
16	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
17	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
18	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
19	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
20	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
21	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
22	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
23	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
24	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
25	Election Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
25	**Total Election Judges**	4500		$63,000.00	$625.00	$63,625.00
1	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
2	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
3	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
4	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
5	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
6	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
7	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
8	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
9	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
10	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
11	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
12	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
13	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
14	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
15	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
16	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
17	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
18	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
19	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
20	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
21	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
22	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
23	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
24	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00

2017 Election
Election Workers Wages (Non-Training)

25	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
26	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
27	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
28	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
29	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
30	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
31	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
32	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
33	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
34	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
35	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
36	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
37	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
38	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
39	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
40	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
41	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
42	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
43	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
44	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
45	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
46	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
47	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
48	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
49	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
50	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
51	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
52	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
53	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
54	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
55	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
56	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
57	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
58	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
59	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
60	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
61	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
62	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
63	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
64	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
65	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
66	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
67	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
68	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
69	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
70	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
71	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
72	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
73	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
74	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
75	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
76	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
77	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
78	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
79	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00

2017 Election
Election Workers Wages (Non-Training)

80	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
81	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
82	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
83	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
84	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
85	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
86	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
87	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
88	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
89	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
90	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
91	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
92	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
93	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
94	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
95	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
96	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
97	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
98	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
99	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
100	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
101	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
102	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
103	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
104	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
105	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
106	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
107	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
108	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
109	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
110	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
111	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
112	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
113	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
114	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
115	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
116	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
117	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
118	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
119	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
120	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
121	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
122	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
123	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
124	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
125	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
126	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
127	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
128	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
129	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
130	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
131	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
132	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
133	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
134	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00

2017 Election
Election Workers Wages (Non-Training)

No. of Workers	Position Title	Total Hours	Hourly Rate	Total Regular Cost	Pickup/ Delivery Fee	Total Cost
135	Alternative Judge/Clerk	180	$12.00	$2,160.00	-	$2,160.00
135	**Total Alternative Judge/Clerks**	24300	**-**	$291,600.00	**$0.00**	$291,600.00
	ELECTION DAY					
1	Election Judge	17	$14.00	$238.00	$25.00	$263.00
2	Election Judge	17	$14.00	$238.00	$25.00	$263.00
3	Election Judge	17	$14.00	$238.00	$25.00	$263.00
4	Election Judge	17	$14.00	$238.00	$25.00	$263.00
5	Election Judge	17	$14.00	$238.00	$25.00	$263.00
6	Election Judge	17	$14.00	$238.00	$25.00	$263.00
7	Election Judge	17	$14.00	$238.00	$25.00	$263.00
8	Election Judge	17	$14.00	$238.00	$25.00	$263.00
9	Election Judge	17	$14.00	$238.00	$25.00	$263.00
10	Election Judge	17	$14.00	$238.00	$25.00	$263.00
11	Election Judge	17	$14.00	$238.00	$25.00	$263.00
12	Election Judge	17	$14.00	$238.00	$25.00	$263.00
13	Election Judge	17	$14.00	$238.00	$25.00	$263.00
14	Election Judge	17	$14.00	$238.00	$25.00	$263.00
15	Election Judge	17	$14.00	$238.00	$25.00	$263.00
16	Election Judge	17	$14.00	$238.00	$25.00	$263.00
17	Election Judge	17	$14.00	$238.00	$25.00	$263.00
18	Election Judge	17	$14.00	$238.00	$25.00	$263.00
19	Election Judge	17	$14.00	$238.00	$25.00	$263.00
20	Election Judge	17	$14.00	$238.00	$25.00	$263.00
21	Election Judge	17	$14.00	$238.00	$25.00	$263.00
22	Election Judge	17	$14.00	$238.00	$25.00	$263.00
23	Election Judge	17	$14.00	$238.00	$25.00	$263.00
24	Election Judge	17	$14.00	$238.00	$25.00	$263.00
25	Election Judge	17	$14.00	$238.00	$25.00	$263.00
26	Election Judge	17	$14.00	$238.00	$25.00	$263.00
27	Election Judge	17	$14.00	$238.00	$25.00	$263.00
28	Election Judge	17	$14.00	$238.00	$25.00	$263.00
29	Election Judge	17	$14.00	$238.00	$25.00	$263.00
30	Election Judge	17	$14.00	$238.00	$25.00	$263.00
31	Election Judge	17	$14.00	$238.00	$25.00	$263.00
32	Election Judge	17	$14.00	$238.00	$25.00	$263.00
33	Election Judge	17	$14.00	$238.00	$25.00	$263.00
34	Election Judge	17	$14.00	$238.00	$25.00	$263.00
35	Election Judge	17	$14.00	$238.00	$25.00	$263.00
36	Election Judge	17	$14.00	$238.00	$25.00	$263.00
37	Election Judge	17	$14.00	$238.00	$25.00	$263.00
38	Election Judge	17	$14.00	$238.00	$25.00	$263.00
39	Election Judge	17	$14.00	$238.00	$25.00	$263.00
40	Election Judge	17	$14.00	$238.00	$25.00	$263.00
41	Election Judge	17	$14.00	$238.00	$25.00	$263.00
42	Election Judge	17	$14.00	$238.00	$25.00	$263.00
43	Election Judge	17	$14.00	$238.00	$25.00	$263.00
44	Election Judge	17	$14.00	$238.00	$25.00	$263.00
45	Election Judge	17	$14.00	$238.00	$25.00	$263.00
45	**Total Election Judges**	765		$10,710.00	$1,125.00	$11,835.00
1	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
2	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
3	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00

2017 Election
Election Workers Wages (Non-Training)

4	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
5	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
6	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
7	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
8	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
9	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
10	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
11	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
12	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
13	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
14	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
15	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
16	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
17	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
18	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
19	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
20	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
21	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
22	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
23	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
24	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
25	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
26	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
27	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
28	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
29	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
30	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
31	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
32	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
33	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
34	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
35	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
36	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
37	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
38	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
39	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
40	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
41	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
42	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
43	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
44	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
45	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
46	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
47	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
48	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
49	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
50	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
51	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
52	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
53	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
54	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
55	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
56	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
57	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
58	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00

2017 Election
Election Workers Wages (Non-Training)

59	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
60	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
61	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
62	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
63	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
64	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
65	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
66	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
67	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
68	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
69	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
70	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
71	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
72	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
73	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
74	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
75	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
76	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
77	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
78	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
79	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
80	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
81	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
82	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
83	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
84	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
85	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
86	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
87	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
88	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
89	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
90	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
91	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
92	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
93	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
94	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
95	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
96	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
97	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
98	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
99	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
100	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
101	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
102	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
103	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
104	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
105	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
106	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
107	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
108	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
109	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
110	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
111	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
112	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
113	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00

2017 Election
Election Workers Wages (Non-Training)

114	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
115	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
116	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
117	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
118	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
119	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
120	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
121	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
122	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
123	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
124	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
125	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
126	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
127	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
128	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
129	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
130	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
131	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
132	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
133	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
134	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
135	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
136	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
137	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
138	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
139	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
140	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
141	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
142	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
143	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
144	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
145	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
146	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
147	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
148	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
149	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
150	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
151	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
152	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
153	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
154	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
155	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
156	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
157	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
158	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
159	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
160	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
161	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
162	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
163	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
164	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
165	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
166	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
167	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
168	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00

2017 Election
Election Workers Wages (Non-Training)

169	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
170	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
171	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
172	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
173	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
174	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
175	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
176	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
177	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
178	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
179	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
180	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
181	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
182	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
183	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
184	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
185	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
186	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
187	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
188	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
189	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
190	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
191	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
192	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
193	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
194	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
195	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
196	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
197	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
198	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
199	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
200	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
201	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
202	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
203	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
204	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
205	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
206	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
207	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
208	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
209	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
210	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
211	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
212	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
213	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
214	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
215	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
216	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
217	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
218	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
219	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
220	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
221	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
222	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
223	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00

2017 Election
Election Workers Wages (Non-Training)

224	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
225	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
226	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
227	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
228	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
229	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
230	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
231	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
232	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
233	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
234	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
235	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
236	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
237	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
238	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
239	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
240	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
241	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
242	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
243	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
244	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
245	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
246	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
247	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
248	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
249	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
250	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
251	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
252	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
253	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
254	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
255	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
256	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
257	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
258	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
259	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
260	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
261	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
262	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
263	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
264	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
265	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
266	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
267	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
268	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
269	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
270	Alternative Judge/Clerk	17	$12.00	$204.00	-	$204.00
270	**Total Alternative Judge/Clerks**	**4590**	**-**	**$55,080.00**	**$0.00**	**$55,080.00**

EARLY VOTING BALLOT BOARD

No. of Workers	Position Title	Total Hours	Hourly Rate	Total Regular Cost	Total Cost

2017 Election
Election Workers Wages (Non-Training)

1	Ballot Board Judge	20	$14.00	$280.00	$280.00
1	Ballot Board Member	20	$12.00	$240.00	$240.00
2	Ballot Board Member	20	$12.00	$240.00	$240.00
3	Ballot Board Member	20	$12.00	$240.00	$240.00
4	Ballot Board Member	20	$12.00	$240.00	$240.00
5	Ballot Board Member	20	$12.00	$240.00	$240.00
6	Ballot Board Member	20	$12.00	$240.00	$240.00
7	Ballot Board Member	20	$12.00	$240.00	$240.00
8	Ballot Board Member	20	$12.00	$240.00	$240.00
9	Ballot Board Member	20	$12.00	$240.00	$240.00
10	Ballot Board Member	20	$12.00	$240.00	$240.00
11	Ballot Board Member	20	$12.00	$240.00	$240.00
12	Ballot Board Member	20	$12.00	$240.00	$240.00
13	Ballot Board Member	20	$12.00	$240.00	$240.00
14	Ballot Board Member	20	$12.00	$240.00	$240.00
15	Ballot Board Member	20	$12.00	$240.00	$240.00
15	**Total Ballot Board**	**320**	**-**	**$3,880.00**	**$3,880.00**

Estimated Payroll (Proposed Wage Rate) for
County (Non-Training): **$426,020.00**

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, July 25, 2017** **Agenda Item:** **60599**

Summary of request/proposal:
Elections Dept. (1100): Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Wage Rate ($12.00/hr., $10.10/hr.)	Proposed Wage Rate ($14.00/hr., $12.00/hr.)	Total Requested
1100	Election Judges (Non-Training)	NA	123	65,170.00	75,740.00	10,570.00
1100	Alternative Judges/Clerks (Non-Training)	NA	123	294,819.00	350,280.00	55,461.00
				359,989.00	426,020.00	66,031.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-414-00-130-001-0-	123	ELECTIONS DEPT-	ELECTION POLL WORKERS	$66,031.00
7-1100-414-00-130-001-0-	211	ELECTIONS DEPT-	HEALTH INSURANCE	$0.00
7-1100-414-00-130-001-0-	212	ELECTIONS DEPT-	LIFE INSURANCE	$0.00
7-1100-414-00-130-001-0-	220	ELECTIONS DEPT-	FICA	$5,051.37
7-1100-414-00-130-001-0-	230	ELECTIONS DEPT-	RETIREMENT	$0.00
7-1100-414-00-130-001-0-	250	ELECTIONS DEPT-	UNEMPLOYMENT COMP	$396.19
7-1100-414-00-130-001-0-	260	ELECTIONS DEPT-	WORKER'S COMP	$0.00
			2017 Budgetary Impact	$71,478.56

Possible Funding Sources: **Undetermined.**

Comments:

Hidalgo Co. Budget Office

AI-60757 **Head Start** **18. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Enter into a Memorandum of Understanding (MOU) between Weslaco Independent School District and Hidalgo County Head Start Program for the Implementation of the School Readiness Partnership Model (SRPM) to be conducted at Roosevelt Elementary School.

BACKGROUND

Policy Council Approval: 06.21.17

Fiscal Impact

Attachments

MOU w Weslaco ISD SRPM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 08:51 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Linda Galaviz		Started On: 07/18/2017 05:30 PM
Final Approval Date: 07/21/2017		

Hidalgo County Head Start Program

Policy Council Regular Meeting

DATE: June 21, 2017

SUBJECT: Discussion/Approval to Enter into a Memorandum of Understanding (MOU) between Weslaco Independent School District (Weslaco ISD) and Hidalgo County Head Start Program for the Implementation of the a School Readiness Partnership Model (SRPM) to be conducted at Roosevelt Elementary School

RATIONALE/NEED: At the invitation of the Weslaco Independent School District, four (4) classrooms located at Weslaco I Head Start Center, 310 N. Kansas, Weslaco, Texas will be relocated to Roosevelt Elementary School, 814 E. Plaza St., Weslaco, Texas whereby the School Readiness Partnership Model will be implemented. This arrangement provides access to the use of district facilities and other district resources and an opportunity to increase individualization of instruction and facilitation of the transition process.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Memorandum of Understanding

****

INITATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Memorandum of Understanding between
Hidalgo County Head Start Program
And
Weslaco Independent School District
2017-2018

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Weslaco Independent School District (Weslaco ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **Weslaco ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **Weslaco ISD** is a public education institution of the state of Texas. **HCHSP** and **Weslaco ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **Weslaco ISD** Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall ensure that their respective Board of Directors is informed of the various aspects and elements of this partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **Weslaco ISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-eight (178) days. The daily operations will be from 7:45 am to 5:15 pm.
(Note: District Calendar will be developed and approved by both entities.)

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **Weslaco ISD**:

La Estancia Head Start	**La Herencia Head Start**	**Roosevelt Head Start**	**Weslaco III Head Start**
3601 East Mile 8 North	R.R. 3, Box 3059	814 E. Plaza Street	1317 W. Expressway 83
Weslaco, TX. 78596	Mercedes, TX. 78570	Weslaco, TX. 78596	Weslaco, TX. 78596

Roosevelt Head Start Center is located in a District owned building and playground space whereby utilities and maintenance of facilities and playground are provided by the District.

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing **August 1, 2017** and ending **July 31, 2018**. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August of each year for the term of the Head Start grant or other terms as may be subsequently agreed to upon by both parties.

Weslaco ISD Responsibilities:

Weslaco ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **Weslaco ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2017, will be dual-enrolled and served by **Weslaco ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **Weslaco ISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements.

Partnership Responsibilities:

A. **Weslaco ISD** will:
   a. Assign a **Weslaco ISD** principal, instructional coach/s, and/or other district liaison to the Weslaco Head Start facilities to provide supervision, oversight, support and evaluation of the **Weslaco ISD** teachers;
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children;
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services;
   d. Permit HCHSP representatives to attend ARDs conducted by **Weslaco ISD** involving **HCHSP** children;
   e. Supplement health services, educational services, parental training and other services as required by the children and their families;
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **Weslaco ISD** Special Education Program;
   g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program;
   h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services;
   i. Provide an overview of the collaboration with the participating Administrators;
   j. Finance the **Weslaco ISD** personnel and other resources as appropriate; and
   k. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 per Occurrence, and ii) General Aggregate $600,000. **HCHSP** must be named as an additional insured.

B. The **Weslaco ISD** Teacher/Staff will:
   a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based State Adopted Curriculum and the Texas Prekindergarten Guidelines (Updated 2015);
   b. Attend and/or assist in delivery of collaborative Professional Development for **Weslaco ISD** and **HCHSP** teachers/staff as deemed appropriate;
   c. Participate with the **HCHSP** staff in the recruitment of children process;
   d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development;

e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year;
f. Complete and fulfill the required documentation for **Weslaco ISD** and **HCHSP** staffs with the assistance of both Human Resource Departments;
g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts;
h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent;
i. Provide assistance with daily attendance reporting to the school district;
j. Follow collaboration protocol with any issues/concerns which may arise;
k. Follow **Weslaco ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards;
l. Comply with any other responsibilities assigned by the immediate supervisor; and
m. Coordinate efforts with the **HCHSP** staff to register the children with the district.

C. **HCHSP** will:
a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
b. Coordinate efforts with **Weslaco ISD** to identify children with special needs and follow the **Weslaco ISD** referral process for identification and services.
c. Identify personnel who will attend the ARDs conducted by **Weslaco ISD**.
d. Assist with the distribution, completion, and submission of the required **Weslaco ISD** student enrollment documents within the first week of a child's enrollment.
e. Coordinate with district staff to transition children to the **Weslaco** ISD public schools at the end of each school year.
f. Provide assistance with daily attendance reporting.
g. Meet monthly or as needed with the designated **Weslaco ISD** personnel.
h. Schedule a time for the **HCHSP** teacher and **Weslaco ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
j. Finance program operations based on the **HCHSP** grant.
k. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 per occurrence, and ii) General Aggregate $600,000. **Weslaco ISD** must be named as an additional insured.

D. Collaboratively **Weslaco ISD** and **HCHSP** will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Review program operations to avoid duplication of efforts.
f. Meet on a regular basis to discuss the progress of the collaboration.
g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **Weslaco ISD** and **HCHSP** requirements.
h. Analyze and share data for program planning and improvement.
i. Work together to meet attendance goal.
j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
k. Provide family services, parent engagement activities and home visits.
l. Support all events which promote the partnership.
m. Organize and plan to sustain the partnership and promote a collaborative culture.

Transportation Services:

Assigned **Weslaco ISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **Weslaco ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this Agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **Weslaco ISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
    - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties agree to attempt to schedule non-binding mediation in Hidalgo County, Texas prior to the filing of any suit.
    - This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **Weslaco ISD** and their respective elected officials, employees, representatives and agents (collectively "**Weslaco ISD 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 "**Weslaco ISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP's** 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 **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **Weslaco ISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **Weslaco ISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP 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 "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **Weslaco ISD's** 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 **Weslaco ISD** employees, anyone directly employed by the **Weslaco ISD** or anyone for whose acts the **Weslaco ISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Weslaco ISD** and **HCHSP** to provide the children the best services available.

Weslaco Independent School District

_____ _____

Dr. Priscilla Canales, Superintendent of Schools Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

AI-60758 **Head Start** **18. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Space for the Mission (Granjeno) Area where a Head Start Building is Located

BACKGROUND

Policy Council Approval: 06.21.17

Fiscal Impact

Attachments

Lease of Space Mission Area

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 08:48 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Linda Galaviz		Started On: 07/18/2017 05:35 PM
Final Approval Date: 07/21/2017		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: June 21, 2017

SUBJECT: Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Land Space for The Mission (Granjeno) Area

RATIONALE/NEED: To contract for Land Space in the Mission (Granjeno) Area where a Head Start Building is located.

RECOMMENDATION: Administration recommends approval

COST: Head Start (HHS-ACF) funds are available
Account: 19-5152-20-10000-505

RELATED INFORMATION INCLUDED: Specifications

* * * *

Angelica Salinas

From: Steve Crain <scrain@atlashall.com>
Sent: Monday, June 12, 2017 11:39 AM
To: 'Angelica Salinas'
Subject: RE: Classroom Space Mission Area Draft Contract

Looks good.

-----Original Message-----
From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Monday, June 12, 2017 11:14 AM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: Classroom Space Mission Area Draft Contract

Attached please find draft contract with the updated changes, please let me know.

Thank you

-----Original Message-----
From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, June 12, 2017 10:38 AM
To: angelica.salinas@hchsp.org
Subject: DOC000 (22).pdf

Hi Angelica:

See the attached please make changes. 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 Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

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This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.

BID NO: 2017-005-09-01 Mission (Granjeno) Area	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

August 1, 2017

REQUEST FOR SEALED BIDS

Land Space – Mission (Granjeno) Area

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LAND SPACE- MISSION (GRANJENO) AREA"
August 1, 2017
BID NO: 2017-005-09-01

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 7 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension, 1 pages

9) Draft Contract for Professional Services, 6 pages

10) W-9 Form (Request for Taxpayer ID) 4 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

August 1, 2017

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE LAND SPACE – Mission (Granjeno) Area"
BID NO: 2017-005-09-01

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

PLEASE NOTE:

Enclosures

LEGAL NOTICE BID No: 2017-005-09-01

1. Sealed Bids will be received for "Land Space for the Mission (Granjeno) Area" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's Name And Return Address Clearly Typed/printed on Upper Left Hand Corner And The Proper Notation Clearly Typed/printed on The Lower Left Hand Corner: SEALED BID **"Lease Land Space – Mission (Granjeno) Area"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday September 1, 2017.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID. **RFB NO: 2017-005-09-01**

   Hidalgo County Head Start Program reserved the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County Head Start Program

3. Hidalgo County Head Start Program reserves the right to: A separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the Program determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Program may elect to award the contract to the next –lowest responsible bidder, or to reject all bids an re-advertise.

5. For work to be performed at a Program owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Head Start Program Procurement Department in order to establish an account with the Program. All awarded vendor must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

16. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Carrera, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4149

17. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	September 1, 2017
Award of Contract	_____
Commence Work or Deliver Products	_____

18. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the 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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR THE PROGRAM, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGHT THE HIDALGO COUNTY HEAD START PROGRAM PROCUREMENT DEPARTMENT.

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 Head Start Program ("Program") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contactor's affiliation or business relationship that might cause a conflict of interest with the Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County Head Start Program 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 other who desire to conduct business with Hidalgo County Head Start Program are

encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. **Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Court House.**

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 RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the Program before the Program may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. 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) 381-0439 or via email to ambrosio,tovar@hchsp.org. Hidalgo County Head Start Program 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 instruction 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 THIRTHY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FOR 1295. *HIDALGO COUNTY HEAD START PROGRAM CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2". COMPLETION AND SUBMISSION OF FORMS CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.

23. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or bided delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

27. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid

award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

29. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LAND SPACE"
Mission (Granjeno) Area

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF LAND SPACE- Mission (Granjeno) Area"
BID NO. 2017-005-09-01

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____FAX NO._____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF LAND SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "LAND SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday September 1, 2017. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2017-005-09-01

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Friday August 25, 2017 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:
Lease Land Requirements

1. Land – Minimum Half Acre ½ Track of land in the Mission (Granjeno) Area.

   Exceptions:_____

   _____

2. This lease contract will have a clause for termination without cause upon thirty (30) days written notice to the other.

   Exceptions:_____

   _____

3. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

   Exceptions:_____

   _____

4. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessee will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

5. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

   Exceptions / Variations:_____

   _____

6. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

   Exceptions / Variations: _____

   _____

7. There will also be a thirty (30) day clause for termination due to lack of funding. The contract will also have a thirty (300) day clause for termination by either party without cause.

   Exceptions / Variations: _____

   _____

8. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

   Exceptions / Variations: _____

   _____

Notice To Bidders:
It is mandatory that the legal description of the property is provided with your bid.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LAND SPACE"
Mission (Granjeno) Area

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE SPACE- Mission (Granjeno) Area"
August 1, 2017

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Friday, September 1, 2017.

COST PER MONTH:

Monthly Lease Amount: $_____

Other Cost: $_____

Total Cost - Per Month: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF LAND SPACE"
Mission (Granjeno) Area

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative

_____
Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE;

1)Licenses:_____

2)Bonds:_____

3)Certificates:_____

4)Permits:_____

5) Other:_____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: ☐ Yes ☐ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ State General Services Commission □ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?:_____%
(List HUB Subcontractor information below).

HUB Subcontractor Name:
HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission
□ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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;

d. 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

e. 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:_____
Email: _____
Telephone Number:_____
Dun's Number:_____
Date:_____
Business Name:_____

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

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 with improvements described as the Head Start Building lying and being situated at _____ and more particularly described in Exhibit "A", attached hereto and incorporated herein at this point for all purposes. The premises leased hereunder are sometimes referred to in this Lease as the "premises" or the "Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of Head Start classrooms and for Head Start parent's meetings 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 all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, 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 and extend the term of the lease hereof, commencing on the first day of _____, for a like term or terms as may be subsequently agreed to upon by both parties.

LESSEE shall have the right to terminate the Lease Agreement with or without cause with thirty (30) days written notice to the LESSOR.

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 $ _____, in twelve (12) equal monthly payments of $_____ per month payable on the 1st day of each month. Payment shall be mailed to, _____

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 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 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 Lease 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 LESSOR agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said building, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease.

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 lease 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 Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSEE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick-up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease 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 Lease 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.

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 Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, 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 $300,000.00 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 premises.

6.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 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.

6.04 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LEESEE may terminate this Agreement upon thirty (30) 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.

WAIVER OF BREACH

A waiver by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 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:

LESSEE:	LESSOR:
Hidalgo County Head Start Program	_____
Attn: 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 Lease 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 Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease, as awarded by a court of competent jurisdiction.

Force Majeure

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 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 Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this Agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

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:

Form **W-9**
(Rev. December 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:
☐ 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.

AI-60759 **Head Start** **18. C.**

CC - REGULAR

Meeting Date: 07/25/2017

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 Memoranda of Understanding (MOU) between Hidalgo County Head Start Program and the Entities Listed on the Attached List

BACKGROUND

Policy Council Approval: 06.21.17

Fiscal Impact

Attachments

MOUs w Entities Listed

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 08:46 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Linda Galaviz		Started On: 07/18/2017 05:37 PM
Final Approval Date: 07/21/2017		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: June 21, 2017

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memoranda of Understanding (MOU) Between Hidalgo County Head Start Program and the Entities on the Attached List.

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with Local Education Agencies, Universities, College and Local Community Agencies in assisting the Head Start Children and families.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandums of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

MOU List for School Year 2017-2018

#	Local Education Agency	SERVICE
1	Donna ISD	To evaluate, identify and serve children with disabilities.
2	Edcouch-Elsa ISD	To evaluate, identify and serve children with disabilities.
3	Edinburg CISD	To evaluate, identify and serve children with disabilities.
4	Hidalgo ISD	To evaluate, identify and serve children with disabilities.
5	La Joya ISD	To evaluate, identify and serve children with disabilities.
6	McAllen ISD	To evaluate, identify and serve children with disabilities.
7	Mercedes ISD	To evaluate, identify and serve children with disabilities.
8	Mission CISD	To evaluate, identify and serve children with disabilities.
9	Progreso ISD	To evaluate, identify and serve children with disabilities.
10	PSJA ISD	To evaluate, identify and serve children with disabilities.
11	Sharyland ISD	To evaluate, identify and serve children with disabilities.
12	Valley View ISD	To evaluate, identify and serve children with disabilities.
13	Weslaco ISD	To evaluate, identify and serve children with disabilities.
14	**Edcouch-Elsa ISD- SRPM**	**To provide resources sharing, in-service training and joint training for staff and parents.**
15	**Edinburg CISD- SRPM**	**To provide resources sharing, in-service training and joint training for staff and parents.**
16	**La Joya ISD - SRPM**	**To provide resources sharing, in-service training and joint training for staff and parents.**
17	**McAllen ISD - SRPM**	**To provide resources sharing, in-service training and joint training for staff and parents.**
18	**Mercedes ISD- SRPM**	**To provide resources sharing, in-service training and joint training for staff and parents.**
19	**Monte Alto ISD - SRPM**	**To provide resources sharing, in-service training and joint training for staff and parents.**
20	**PSJA ISD- SRPM**	**To provide resources sharing, in-service training and joint training for staff and parents.**
21	**PSJA ISD- ISRPM**	**To provide resources sharing, in-service training and joint training for staff and parents.**
22	**Weslaco ISD- SRPM**	**To provide resources sharing, in-service training and joint training for staff and parents.**
23	**McAllen ISD PPCD**	Pre-School Program for Children with disabilities.
24	**PSJA ISD Early Head Start - Transition**	To transition Early Head Start children into the Head Start Program.
25	**AVANCE, Inc./Colonia's Early Head Start**	Transition collaboration from Avance to HCHSP.
26	**Behavioral Health Solution of South Texas**	Establish central data collection repository for Reg 11 to ensure accessible regional substance abuse & mental health training.
27	**Buckner Children & Family Services, Inc.**	Provided training to students & families, to develop skills to cope with everyday problems & stress.
28	**County of Hidalgo Community Service Agency**	Referal of HCHSP parents to CSA, and vise versa.
29	**Doctor's Hospital At Renaissance, LTD**	Provide eye screen & Low cost eye glasses to HS Families.
30	**Easter Seals of the RGV/ECI**	To provide jointly coordinated services to children with disabilities.
31	**Foster Grandparent Program Senior Community Outreach Services, Inc.**	To provide training & resources for foster grandparents assisting in the Head Start classrooms.
32	**Hidalgo County Health & Human Services**	To provide jointly coordinated health services to children & Families.
33	**Hidalgo County Housing Authority**	To provide housing needs to Head Start families.
34	**Hidalgo County WIC Program**	To assist with referrals and review of Program Plans.
35	**Hope Family Health Center**	To provide primary health care services to families.
36	**Mujeres Unidas/Women Together Found, Inc.**	To provide emotional & physical support & shelter to families.
37	**Region One ESC Early Child Find/Child Serve**	To provide jointly coordinated services to children of children with disabilities
38	**Region One ESC Early Childhood Intervention Program (ECI)**	To provide resources, assistance and training for families of children with disabilities.
39	**Rio Grande Regional Hospital, Inc.**	To conduct asthma education to Head Start Program.
40	**South Texas College (GED)**	To provide educational needs to Head Start parents.
41	**TEAM PROJECT Partners Resource Network, Inc.**	To provide training for staff/families of children with disabilities.
42	**Texas A&M AgriLife Extension**	To provide Parent Nutrition Classes & Review of Program Plans.
43	**Texas Attorney General**	Educate parents on child support services.
44	**Tropical Texas Behavioral Health**	Provide short term counseling to children experiencing conflict.
45	**University of Texas RGV Coord Prog in Dietetics**	To assist with Program Plan-Menus, Child Nutrition Forms and to provide student interns in the Head Start program.
46	**University of Texas RGV / Head Start Center**	Collaboration on the use of facility as a Head Start Center.

School Districts

10% Disabilities

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Donna Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Donna Independent School District (Donna ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Donna ISD** may not be amended except by a written document signed by **HCHSP** and **Donna ISD.**

Donna Independent School District "Donna ISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Donna ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the children's classroom to the greatest extent possible. Head Start Performance Standard 1302.61 (c)(v).

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentation for the **Donna ISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.

M. Follow **Donna ISD** requirements, policies and procedures as well as the Head Start Performance and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Donna ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to the LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Donna ISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Donna Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:
This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.
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: **Donna Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Donna Independent School District

_____ *Fernando Castillo, Superintendent of Schools*
Authorized Signature *Date* *Print Name and Title*

_____ *Dr. Diana Villanueva, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Edcouch-Elsa Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Edcouch-Elsa Independent School District (EEISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **EEISD** may not be amended except by a written document signed by **HCHSP** and **EEISD**.

Edcouch-Elsa Independent School District "EEISD" will:

A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **EEISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the children's classroom to the greatest extent possible. Heads Start Performance Standard 1302.61 (c)(v)

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentation for the **EEISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.

M. Follow **EEISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **EEISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **EEISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Edcouch-Elsa Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Edcouch-Elsa Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Edcouch-Elsa Independent School District

_____ *Dr. Richard Rivera, Superintendent of Schools*
Authorized Signature *Date* *Print Name and Title*

_____ *Virginio Gonzalez, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____
Date

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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Edinburg Consolidated Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Edinburg Consolidated Independent School District (ECISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **ECISD** may not be amended except by a written document signed by **HCHSP** and **ECISD**.

Edinburg Consolidated Independent School District "ECISD" will:

A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **ECISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extend possible. Head Start Performance Standards 1302.61 (c)(v).

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentation for the **ECISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.

M. Follow **ECISD** requirements, policies and procedures as well and the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **ECISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **ECISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Edinburg Consolidated Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Edinburg Consolidated Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Edinburg Consolidated Independent School District

_____ _____

Authorized Signature *Date*

Dr. Rene Gutierrez, Superintendent of Schools

Print Name and Title

_____ _____

Authorized Signature *Date*

Alida Suarez, Special Education Director

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:
ECISD Attorney
By:_____
Renee Rodriguez - Betancourt

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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Hidalgo Independent School District (HISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **HISD** may not be amended except by a written document signed by **HCHSP** and **HISD**.

Hidalgo Independent School District "HISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **HISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extend possible. Head Start Performance Standards 1302.61 (c)(v).

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentations for the **HISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.

M. Follow **HISD** requirements, policies as well as the head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **HISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the HISD's Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of The rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Hidalgo Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Hidalgo Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Hidalgo Independent School District

_____ *Edward Blaha, Superintendent of Schools*
Authorized Signature *Date* *Print Name and Title*

_____ *Lenore B. Salinas, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

La Joya Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **La Joya Independent School District (La Joya ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **La Joya ISD** may not be amended except by a written document signed by **HCHSP** and **La Joya ISD**.

La Joya Independent School District "La Joys ISD" will:

A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **La Joya ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible. Head Start Performance Standard 1302.61 (c)(v).

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentation for the **La Joya ISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.

M. Follow **La Joya ISD** Requirements, Policies and procedures as well as the Head Start Performance assistance of both Human Resources Departments.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **La Joya ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **La Joya ISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between La Joya Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **La Joya Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

La Joya Independent School District

_____ _____

Authorized Signature *Date*

Dr. Alda T. Benavides, Superintendent of Schools
Print Name and Title

_____

Authorized Signature *Date*

Andrea Garza, Special Education Director
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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

McAllen Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **McAllen Independent School District (MISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **MISD** may not be amended except by a written document signed by **HCHSP** and **MISD**.

McAllen Independent School District "MISD" will:

A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **MISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible. Head Start Performance standards 1302.61 (c)(v).

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentation for the **MISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.

M. Follow **MISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the MISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **MISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between McAllen Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **McAllen Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

McAllen Independent School District

_____ _____

Authorized Signature *Date*

Dr. Jose A. Gonzalez, Superintendent of Schools

Print Name and Title

_____ _____

Authorized Signature *Date*

Rosie Larson, Special Education Director

Print Name and Title

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Mercedes Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Mercedes Independent School District (Mercedes ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Mercedes ISD** may not be amended except by a written document signed by **HCHSP** and **Mercedes ISD**.

Mercedes Independent School District "Mercedes ISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Mercedes ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible. Head start Performance Standards 1302.61 (c)(v).

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete fulfill the required documentation for the **Mercedes ISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.

M. Follow **Mercedes ISD** requirements, policies and procedures as well as Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Mercedes ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Mercedes ISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Mercedes Independent School District and HCHSP:

- Bcth parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Mercedes Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Mercedes Independent School District

_____ *Dr. Daniel Trevino, Jr., Superintendent of Schools*

Authorized Signature *Date* *Print Name and Title*

_____ *Delia Castillo, Special Education Director*

Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date

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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Mission Consolidated Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Mission Consolidated Independent School District (MCISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **MCISD** may not be amended except by a written document signed by **HCHSP** and **MCISD**.

Mission Consolidated Independent School District "Mission CISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **MCISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible. Head Start Performance Standards 1302.61 (c)(v).

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentation for the **MCISD** and the **HCHSP** staff with the assistance of both Human Resource Departments.

M. Follow **MISD** requirement, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **MCISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **MCISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Mission Consolidated Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Mission Consolidated Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Mission Consolidated Independent School District

_____ *Dr. Ricardo Lopez, Superintendent of Schools*
Authorized Signature *Date* *Print Name and Title*

_____ *Carolina I. Campos, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Progreso Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Progreso Independent School District (Progreso ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Progreso ISD** may not be amended except by a written document signed by **HCHSP** and **Progreso ISD**.

Progreso Independent School District "Progreso ISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the Progreso ISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible. Head Start Performance Standards 1302.61 (c)(v).

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentation for the **Progreso ISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.

M. Follow **Progreso ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Progreso ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Progreso ISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Progreso Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Progreso Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Progreso Independent School District

_____ *Martin Cuellar, Superintendent of Schools*
Authorized Signature *Date* *Print Name and Title*

_____ *Aracely Navarro, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____
Date

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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Pharr-San Juan-Alamo Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Pharr-San Juan-Alamo Independent School District (P-SJ-A ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **P-SJ-A ISD** may not be amended except by a written document signed by **HCHSP** and **P-SJ-A ISD**.

Pharr-San Juan-Alamo Independent School District "P-SJ-A ISD" will:

A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **P-SJ-A ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible. Head Start Performance Standards 1302.61 (c)(v).

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentation for the **P-SJ-A ISD** and the **HCHSP** staff with the assistance of the Human Resources Departments.

M. Follow **P-SJ-A ISD** requirements, policies and procedures and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **P-SJ-A ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **P-SJ-A ISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Pharr-San Juan-Alamo Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Pharr-San Juan-Alamo Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Pharr-San Juan-Alamo Independent School District

_____ *Dr. Daniel P. King, Superintendent of Schools*

Authorized Signature *Date* *Print Name and Title*

_____ *Debra A. Salinas, Special Education Director*

Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Sharyland Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Sharyland Independent School District (Sharyland ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Sharyland ISD** may not be amended except by a written document signed by **HCHSP** and **Sharyland ISD**.

Sharyland Independent School District "Sharyland ISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Sharyland ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible. Head Start Performance Standards 1302.61 (c)(v).

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentation for the **Sharyland ISD** and the **HCHSP** staff with the assistance of both Resources Departments.

M. Follow **Sharyland ISD** requirements, policies and procedures as well as the Head Start Performance Standards and Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Sharyland ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Sharyland ISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Sharyland Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Sharyland Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Sharyland Independent School District

_____ *Dr. Robert O'Connor, Superintendent of Schools*

Authorized Signature *Date* *Print Name and Title*

_____ *Debbie Alaniz Castillo, Special Education Director*

Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Valley View Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Valley View Independent School District (Valley View ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Valley View ISD** may not be amended except by a written document signed by **HCHSP** and **Valley View ISD**.

Valley View Independent School District "Valley View ISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Valley View ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible. Head Start Performance Standards 1302.61 (c)(v).

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentation for the **Valley View ISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.

M. Follow **Valley View ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Valley View ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Valley View ISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Valley View Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Valley View Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Valley View Independent School District

_____ *Rolando Ramirez, Superintendent Of Schools*
Authorized Signature *Date* *Print Name and Title*

_____ *Perla Del Angel, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Weslaco Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Weslaco Independent School District (Weslaco ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Weslaco ISD** may not be amended except by a written document signed by **HCHSP** and **Weslaco ISD.**

Weslaco Independent School District "Weslaco ISD" will:

A. Diagnose and document children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Weslaco ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible. Head Start Performance Standards 1302.61 (c)(v).

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete as fulfill the required documentations for the **Weslaco ISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.

M. Follow **Weslaco ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Weslaco ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Weslaco ISD's** December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Weslaco Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Weslaco Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Weslaco Independent School District

_____ *Dr. Priscilla Canales, Superintendent Of Schools*
Authorized Signature *Date* *Print Name and Title*

_____ *Neil Garza, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date 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:

SCHOOL DISTRICTS

School Readiness Partnership Model (SRPM) and Integrated School Readiness Program Model (ISRPM)

Memorandum of Understanding between
Hidalgo County Head Start Program
And
Edcouch-Elsa Independent School District
2017-2018

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Edcouch-Elsa Independent School District (EEISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **EEISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **EEISD** is a public education institution of the state of Texas. **HCHSP** and **EEISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **EEISD** Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall ensure that their respective Board of Directors is informed of the various aspects and elements of this partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **EEISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-eight (178) days. The daily operations will be from 7:45 am to 5:15 pm.
(Note: District Calendar will be developed and approved by both entities.)

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **EEISD**:

Edcouch Head Start Center
201 N. Yellow Jacket Drive
Elsa, Texas 78538

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing **August 1, 2017** and ending **July 31, 2018**. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August of each year for the term of the Head Start grant or other terms as may be subsequently agreed to upon by both parties.

EEISD Responsibilities:

EEISD will provide appropriate educational and supportive services to ensure children and families are school ready. **EEISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2017, will be dual-enrolled and served by **EEISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction by a certified **EEISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements.

Partnership Responsibilities:

A. **EEISD** will:
   a. Assign a **EEISD** principal, instructional coach/s, and/or other district liaison to the **Edcouch** Head Start facility to provide supervision, oversight, support and evaluation of the **EEISD** teachers.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children.
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by **EEISD** involving **HCHSP** children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **EEISD** Special Education Program.
   g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
   h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
   i. Provide an overview of the collaboration with the participating Administrators.
   j. Finance the **EEISD** personnel and other resources as appropriate.
   k. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 per occurrence, and ii) General Aggregate $600,000 **HCHSP** must be named as an additional insured.

B. The **EEISD** Teacher/Staff will:
   a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based curriculum, research based assessment tools and the Texas Prekindergarten Guidelines (Updated 2015).
   b. Attend and/or assist in delivery of collaborative Professional Development for **EEISD** and **HCHSP** teachers/staff as deemed appropriate.
   c. Participate with the **HCHSP** staff in the recruitment of children process.
   d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development.
   e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.

f. Complete and fulfill the required documentation for **EEISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent.
i. Provide assistance with daily attendance reporting to the school district.
j. Follow collaboration protocol with any issues/concerns which may arise.
k. Follow **EEISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
l. Comply with any other responsibilities assigned by the immediate supervisor.
m. Coordinate efforts with the **HCHSP** staff to register the children with the district.

C. **HCHSP** will:
a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
b. Coordinate efforts with **EEISD** to identify children with special needs and follow the **EEISD** referral process for identification and services.
c. Identify personnel who will attend the ARDs conducted by **EEISD**.
d. Assist with the distribution, completion, and submission of the required **EEISD** student enrollment documents within the first week of a child's enrollment.
e. Coordinate with district staff to transition children to the **EEISD** public schools at the end of each school year.
f. Provide assistance with daily attendance reporting.
g. Meet monthly or as needed with the designated **EEISD** personnel.
h. Schedule a time for the **HCHSP** teacher and **EEISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
j. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **EEISD** and **HCHSP** will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Review program operations to avoid duplication of efforts.
f. Meet on a regular basis to discuss the progress of the collaboration.
g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **EEISD** and **HCHSP** requirements.
h. Analyze and share data for program planning and improvement.
i. Work together to meet attendance goal.
j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
k. Provide family services, parent engagement activities and home visits.
l. Support all events which promote the partnership.
m. Organize and plan to sustain the partnership and promote a collaborative culture.
n. Implement strategies to improve children's daily attendance.

Transportation Services:

Assigned **EEISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **EEISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this Agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **EEISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **EEISD** and their respective elected officials, employees, representatives and agents (collectively "**EEISD 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 "**EEISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP's** 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 **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **EEISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **EEISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP 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 "**HCHSP Claims**") by any person or entity, arising out of, caused by, or

resulting from **EEISD's** 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 **EEISD** employees, anyone directly employed by the **EEISD** or anyone for whose acts the **EEISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **EEISD** and **HCHSP** to provide the children the best services available.

Edcouch-Elsa Independent School District

_____ _____

Superintendent of Schools Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:
06.06.2017

Memorandum of Understanding between
Hidalgo County Head Start Program
And
Edinburg Consolidated Independent School District
2017-2018

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Edinburg Consolidated Independent School District (ECISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **ECISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **ECISD** is a public education institution of the state of Texas. **HCHSP** and **ECISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **ECISD** Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall ensure that their respective Board of Directors is informed of the various aspects and elements of this partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **ECISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-eight (178) days. The daily operations will be from 7:45 am to 5:15 pm.
(Note: District Calendar will be developed and approved by both entities.)

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **ECISD**:

Edinburg I Head Start Center
225 South 25th Street
Edinburg, TX. 78539
(3 Classrooms/60 Children)

Edinburg II Head Start Center
1200 North 1st
Edinburg, TX. 78539
(2 Classrooms/34 Children)

Edinburg III Head Start Center
3817 Veterans Blvd.
Edinburg, TX. 78539
(3 Classrooms/51 Children)

Edinburg IV Head Start Center
3215 Richardson Rd.
Edinburg, TX. 78539
(10 Classrooms/200 Children)

Edinburg V Head Start Center
3500 E. FM 2812
Edinburg, TX. 78539
(8 Classrooms/160 Children)

UT-RGV Head Start Center
1201 W. University Drive
Edinburg, TX. 78539
(2 Classrooms/34 Children)

San Carlos Head Start
134 N. 86th
Edinburg, TX. 78539
(4 Classrooms/80 Child)

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing **August 1, 2017** and ending **July 31, 2018**. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August of each year for the term of the Head Start grant or other terms as may be subsequently agreed to upon by both parties.

ECISD Responsibilities:

ECISD will provide appropriate educational and supportive services to ensure children and families are school ready. **ECISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2017, will be dual-enrolled and served by **ECISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction by a certified **ECISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements.

Partnership Responsibilities:

A. **ECISD** will:
   a. Assign a **ECISD** principal, instructional coach/s, and/or other district liaison to the **Edinburg** Head Start facilities to provide supervision, oversight, support and evaluation of the **ECISD** teachers.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children.
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by **ECISD** involving **HCHSP** children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **ECISD** Special Education Program.
   g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
   h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
   i. Provide an overview of the collaboration with the participating Administrators.
   j. Finance the **ECISD** personnel and other resources as appropriate.
   k. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 per occurrence, and ii) General Aggregate $600,000 **HCHSP** must be named as an additional insured.

B. The **ECISD** Teacher/Staff will:
   a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based curriculum, research based assessment tools and the Texas Prekindergarten Guidelines (Updated 2015).
   b. Attend and/or assist in delivery of collaborative Professional Development for **ECISD** and **HCHSP** teachers/staff as deemed appropriate.
   c. Participate with the **HCHSP** staff in the recruitment of children process.
   d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development.
   e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
   f. Complete and fulfill the required documentation for **ECISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
   g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
   h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent.
   i. Provide assistance with daily attendance reporting to the school district.
   j. Follow collaboration protocol with any issues/concerns which may arise.
   k. Follow **ECISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
   l. Comply with any other responsibilities assigned by the immediate supervisor.
   m. Coordinate efforts with the **HCHSP** staff to register the children with the district.

C. **HCHSP** will:
   a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
   b. Coordinate efforts with **ECISD** to identify children with special needs and follow the **ECISD** referral process for identification and services.
   c. Identify personnel who will attend the ARDs conducted by **ECISD**.
   d. Assist with the distribution, completion, and submission of the required **ECISD** student enrollment documents within the first week of a child's enrollment.
   e. Coordinate with district staff to transition children to the **ECISD** public schools at the end of each school year.
   f. Provide assistance with daily attendance reporting.
   g. Meet monthly or as needed with the designated **ECISD** personnel.
   h. Schedule a time for the **HCHSP** teacher and **ECISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
   i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
   j. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **ECISD** and **HCHSP** will:
   a. Implement an early childhood program utilizing best early childhood practices.
   b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
   c. Schedule a weekly planning time for lesson planning and preparation.
   d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
   e. Review program operations to avoid duplication of efforts.
   f. Meet on a regular basis to discuss the progress of the collaboration.
   g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **ECISD** and **HCHSP** requirements.

h. Analyze and share data for program planning and improvement.
i. Work together to meet attendance goal.
j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
k. Provide family services, parent engagement activities and home visits.
l. Support all events which promote the partnership.
m. Organize and plan to sustain the partnership and promote a collaborative culture.
n. Implement strategies to improve children's daily attendance.

Transportation Services:

Assigned **ECISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **ECISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this Agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **ECISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **ECISD** and their respective elected officials, employees, representatives and agents (collectively "**ECISD 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 "**ECISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP's** 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 **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of

this section will not be construed to eliminate or reduce any other indemnification or right which any **ECISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **ECISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP 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 "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **ECISD's** 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 **ECISD** employees, anyone directly employed by the **ECISD** or anyone for whose acts the **ECISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **ECISD** and **HCHSP** to provide the children the best services available.

Edinburg Consolidated Independent School District

_____ _____

Dr. René Gutiérrez, Superintendent of Schools Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:
06.06.2017

Memorandum of Understanding between
Hidalgo County Head Start Program
And
La Joya Independent School District
2017-2018

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the La Joya Independent School District (La Joya ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **La Joya ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **La Joya ISD** is a public education institution of the state of Texas. **HCHSP** and **La Joya ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **La Joya ISD** Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall ensure that their respective Board of Directors is informed of the various aspects and elements of this partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **La Joya ISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-eight (178) days. The daily operations will be from 7:45 am to 5:15 pm.
(Note: District Calendar will be developed and approved by both entities.)

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **La Joya ISD**:

La Joya Head Start Center
105 E. 5th and Leo Ave.
La Joya, Texas 78560

Palmview II Head Start Center
618 N. Breyfogle Dr.
Palmview, Texas 78574

Western Road Head Start Center
8245 E. Poinsetta Dr.
Mission, Texas 78573

Palmview III Head Start Center
1208 Paula Dr., Unit 3
Palmview, Texas 78504

Sullivan Head Start Center
379 E. Expressway 83
Sullivan City, Texas 78595

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing **August 1, 2017** and ending **July 31, 2018**. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August of each year for the term of the Head Start grant or other terms as may be subsequently agreed to upon by both parties.

La Joya ISD Responsibilities:

La Joya ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **La Joya ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2017, will be dual-enrolled and served by **La Joya ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction by a certified **La Joya ISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements.

Partnership Responsibilities:

A. **La Joya ISD** will:
   a. Assign a **La Joya ISD** principal, instructional coach/s, and/or other district liaison to the **La Joya Head Start** facilities to provide supervision, oversight, support and evaluation of the **La Joya ISD** teachers.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children.
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by **La Joya ISD** involving **HCHSP** children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **La Joya ISD** Special Education Program.
   g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
   h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
   i. Provide an overview of the collaboration with the participating Administrators.
   j. Finance the **La Joya ISD** personnel and other resources as appropriate.
   k. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 per occurrence, and ii) General Aggregate $600,000 **HCHSP** must be named as an additional insured.

B. The **La Joya ISD** Teacher/Staff will:
   a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based curriculum, research based assessment tools and the Texas Prekindergarten Guidelines (Updated 2015).
   b. Attend and/or assist in delivery of collaborative Professional Development for **La Joya ISD** and **HCHSP** teachers/staff as deemed appropriate.
   c. Participate with the **HCHSP** staff in the recruitment of children process.
   d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development.
   e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
   f. Complete and fulfill the required documentation for **La Joya ISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
   g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
   h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent.
   i. Provide assistance with daily attendance reporting to the school district.
   j. Follow collaboration protocol with any issues/concerns which may arise.
   k. Follow **La Joya ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
   l. Comply with any other responsibilities assigned by the immediate supervisor.
   m. Coordinate efforts with the **HCHSP** staff to register the children with the district.

C. **HCHSP** will:
   a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
   b. Coordinate efforts with **La Joya ISD** to identify children with special needs and follow the **La Joya ISD** referral process for identification and services.
   c. Identify personnel who will attend the ARDs conducted by **La Joya ISD**.
   d. Assist with the distribution, completion, and submission of the required **La Joya ISD** student enrollment documents within the first week of a child's enrollment.
   e. Coordinate with district staff to transition children to the **La Joya ISD** public schools at the end of each school year.
   f. Provide assistance with daily attendance reporting.
   g. Meet monthly or as needed with the designated **La Joya ISD** personnel.
   h. Schedule a time for the **HCHSP** teacher and **La Joya ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
   i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
   j. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **La Joya ISD** and **HCHSP** will:
   a. Implement an early childhood program utilizing best early childhood practices.
   b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
   c. Schedule a weekly planning time for lesson planning and preparation.
   d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
   e. Review program operations to avoid duplication of efforts.
   f. Meet on a regular basis to discuss the progress of the collaboration.
   g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **La Joya ISD** and **HCHSP** requirements.

h. Analyze and share data for program planning and improvement.
i. Work together to meet attendance goal.
j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
k. Provide family services, parent engagement activities and home visits.
l. Support all events which promote the partnership.
m. Organize and plan to sustain the partnership and promote a collaborative culture.
n. Implement strategies to improve children's daily attendance.

Transportation Services:

Assigned **La Joya ISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **La Joya ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this Agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **La Joya ISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **La Joya ISD** and their respective elected officials, employees, representatives and agents (collectively "**La Joya ISD 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 "**La Joya ISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP's** 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 **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which

any **La Joya ISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **La Joya ISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP 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 "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **La Joya ISD's** 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 **La Joya ISD** employees, anyone directly employed by the **La Joya ISD** or anyone for whose acts the **La Joya ISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **La Joya ISD** and **HCHSP** to provide the children the best services available.

La Joya Independent School District

_____ _____

Dr. Alda T. Benavides, Superintendent of Schools Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

06.06.2017

Memorandum of Understanding between
Hidalgo County Head Start Program
And
McAllen Independent School District
2017-2018

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the McAllen Independent School District (MISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **MISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **MISD** is a public education institution of the state of Texas. **HCHSP** and **MISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **MISD** Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall ensure that their respective Board of Directors is informed of the various aspects and elements of this partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **MISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-eight (178) days. The daily operations will be from 7:45 am to 5:15 pm.
(Note: District Calendar will be developed and approved by both entities.)

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **MISD**:

Austing (A-1) Head Start	**McAllen IV Head Start**	**McAllen V Head Start**	**McAllen VI Head Start**
2100 Fir Street	3900 South Ware Rd.	2500 Laurel Ave.	2601 Sarah Ave.
McAllen, TX. 78501	McAllen, TX. 78501	McAllen, TX. 78501	McAllen, TX. 78502

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing **August 1, 2017** and ending **July 31, 2018**. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August of each year for the term of the Head Start grant or other terms as may be subsequently agreed to upon by both parties.

MISD Responsibilities:

MISD will provide appropriate educational and supportive services to ensure children and families are school ready. **MISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2017, will be dual-enrolled and served by **MISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction by a certified **MISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements.

Partnership Responsibilities:

A. **MISD** will:
   a. Assign a **MISD** principal, instructional coach/s, and/or other district liaison to the **McAllen** Head Start facilities to provide supervision, oversight, support and evaluation of the **MISD** teachers.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children.
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by **MISD** involving **HCHSP** children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program.
   g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
   h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
   i. Provide an overview of the collaboration with the participating Administrators.
   j. Finance the **MISD** personnel and other resources as appropriate.
   k. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 per occurrence, and ii) General Aggregate $600,000 **HCHSP** must be named as an additional insured.

B. The **MISD** Teacher/Staff will:
   a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based curriculum, research based assessment tools and the Texas Prekindergarten Guidelines (Updated 2015).
   b. Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **HCHSP** teachers/staff as deemed appropriate.
   c. Participate with the **HCHSP** staff in the recruitment of children process.
   d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development.
   e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
   f. Complete and fulfill the required documentation for **MISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.

g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent.
i. Provide assistance with daily attendance reporting to the school district.
j. Follow collaboration protocol with any issues/concerns which may arise.
k. Follow **MISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
l. Comply with any other responsibilities assigned by the immediate supervisor.
m. Coordinate efforts with the **HCHSP** staff to register the children with the district.

C. **HCHSP** will:
a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
b. Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services.
c. Identify personnel who will attend the ARDs conducted by **MISD**.
d. Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment.
e. Coordinate with district staff to transition children to the **MISD** public schools at the end of each school year.
f. Provide assistance with daily attendance reporting.
g. Meet monthly or as needed with the designated **MISD** personnel.
h. Schedule a time for the **HCHSP** teacher and **MISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
j. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **MISD** and **HCHSP** will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Review program operations to avoid duplication of efforts.
f. Meet on a regular basis to discuss the progress of the collaboration.
g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **HCHSP** requirements.
h. Analyze and share data for program planning and improvement.
i. Work together to meet attendance goal.
j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
k. Provide family services, parent engagement activities and home visits.
l. Support all events which promote the partnership.
m. Organize and plan to sustain the partnership and promote a collaborative culture.
n. Implement strategies to improve children's daily attendance.

Transportation Services:

Assigned **MISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this Agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD 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 "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP's** 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 **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP 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 "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **MISD's** 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 **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts the **MISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **MISD** and **HCHSP** to provide the children the best services available.

McAllen Independent School District

_____ _____

Dr. Jose A. Gonzalez, Superintendent of Schools Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:
06.06.2017

Memorandum of Understanding between
Hidalgo County Head Start Program
And
Mercedes Independent School District
2017-2018

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Mercedes Independent School District (Mercedes ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **Mercedes ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **Mercedes ISD** is a public education institution of the state of Texas. **HCHSP** and **Mercedes ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **Mercedes ISD** Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall ensure that their respective Board of Directors is informed of the various aspects and elements of this partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **Mercedes ISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred eighty (180) days. The daily operations will be from 7:45 am to 5:15 pm.
(Note: District Calendar will be developed and approved by both entities.)

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **Mercedes ISD**:

Mercedes I Head Start Center
1100 W. Expressway 83
Mercedes, TX. 78570

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing **August 1, 2017** and ending **July 31, 2018**. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August of each year for the term of the Head Start grant or other terms as may be subsequently agreed to upon by both parties.

Mercedes ISD Responsibilities:

Mercedes ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **Mercedes ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2017, will be dual-enrolled and served by **Mercedes ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction by a certified **Mercedes ISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements.

Partnership Responsibilities:

A. **Mercedes ISD** will:
   a. Assign a **Mercedes ISD** principal, instructional coach/s, and/or other district liaison to the Weslaco Head Start facilities to provide supervision, oversight, support and evaluation of the **Mercedes ISD** teachers.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children.
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by **Mercedes ISD** involving **HCHSP** children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **Mercedes ISD** Special Education Program.
   g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
   h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
   i. Provide an overview of the collaboration with the participating Administrators.
   j. Finance the **Mercedes ISD** personnel and other resources as appropriate.
   k. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 per occurrence, and ii) General Aggregate $600,000 **HCHSP** must be named as an additional insured.

B. The **Mercedes ISD** Teacher/Staff will:
   a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based curriculum, research based assessment tools and the Texas Prekindergarten Guidelines (Updated 2015).
   b. Attend and/or assist in delivery of collaborative Professional Development for **Mercedes ISD** and **HCHSP** teachers/staff as deemed appropriate.
   c. Participate with the **HCHSP** staff in the recruitment of children process.
   d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development.
   e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.

f. Complete and fulfill the required documentation for **Mercedes ISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent.
i. Provide assistance with daily attendance reporting to the school district.
j. Follow collaboration protocol with any issues/concerns which may arise.
k. Follow **Mercedes ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
l. Comply with any other responsibilities assigned by the immediate supervisor.
m. Coordinate efforts with the **HCHSP** staff to register the children with the district.

C. **HCHSP** will:
a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
b. Coordinate efforts with **Mercedes ISD** to identify children with special needs and follow the **Mercedes ISD** referral process for identification and services.
c. Identify personnel who will attend the ARDs conducted by **Mercedes ISD**.
d. Assist with the distribution, completion, and submission of the required **Mercedes ISD** student enrollment documents within the first week of a child's enrollment.
e. Coordinate with district staff to transition children to the **Mercedes ISD** public schools at the end of each school year.
f. Provide assistance with daily attendance reporting.
g. Meet monthly or as needed with the designated **Mercedes ISD** personnel.
h. Schedule a time for the **HCHSP** teacher and **Mercedes ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
j. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **Mercedes ISD** and **HCHSP** will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Review program operations to avoid duplication of efforts.
f. Meet on a regular basis to discuss the progress of the collaboration.
g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **Mercedes ISD** and **HCHSP** requirements.
h. Analyze and share data for program planning and improvement.
i. Work together to meet attendance goal.
j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
k. Provide family services, parent engagement activities and home visits.
l. Support all events which promote the partnership.
m. Organize and plan to sustain the partnership and promote a collaborative culture.
n. Implement strategies to improve children's daily attendance.

Transportation Services:

Assigned **Mercedes ISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **Mercedes ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this Agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **Mercedes ISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **Mercedes ISD** and their respective elected officials, employees, representatives and agents (collectively "**Mercedes ISD 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 "**Mercedes ISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP's** 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 **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **Mercedes ISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **Mercedes ISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP 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 "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **Mercedes ISD's** 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 **Mercedes ISD** employees, anyone directly employed by the **Mercedes ISD** or anyone for whose acts the **Mercedes ISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Mercedes ISD** and **HCHSP** to provide the children the best services available.

Mercedes *Independent School District*

_____ _____

Dr. Daniel Trevino, Superintendent of Schools Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

06.06.2017

Memorandum of Understanding between
Hidalgo County Head Start Program
And
Monte Alto Independent School District
2017-2018

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Monte Alto Independent School District (Monte Alto ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **Monte Alto ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **Monte Alto ISD** is a public education institution of the state of Texas. **HCHSP** and **Monte Alto ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **Monte Alto ISD** Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall ensure that their respective Board of Directors is informed of the various aspects and elements of this partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **Monte Alto ISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-eight (178) days. The daily operations will be from 7:45 am to 5:15 pm.
(Note: District Calendar will be developed and approved by both entities.)

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **Monte Alto ISD**:

Monte Alto Head Start Center
25249 1st Street
Monte Alto, TX. 78538

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing **August 1, 2017** and ending **July 31, 2018**. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August of each year for the term of the Head Start grant or other terms as may be subsequently agreed to upon by both parties.

Monte Alto ISD Responsibilities:

Monte Alto ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **Monte Alto ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2017, will be dual-enrolled and served by **Monte Alto ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction by a certified **Monte Alto ISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements.

Partnership Responsibilities:

A. **Monte Alto ISD** will:
   a. Assign a **Monte Alto ISD** principal, instructional coach/s, and/or other district liaison to the **Monte Alto** Head Start facility to provide supervision, oversight, support and evaluation of the **Monte Alto ISD** teachers.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children.
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by **Monte Alto ISD** involving **HCHSP** children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **Monte Alto ISD** Special Education Program.
   g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
   h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
   i. Provide an overview of the collaboration with the participating Administrators.
   j. Finance the **Monte Alto ISD** personnel and other resources as appropriate.
   k. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 per occurrence, and ii) General Aggregate $600,000 **HCHSP** must be named as an additional insured.

B. The **Monte Alto ISD** Teacher/Staff will:
   a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based curriculum, research based assessment tools and the Texas Prekindergarten Guidelines (Updated 2015).
   b. Attend and/or assist in delivery of collaborative Professional Development for **Monte Alto ISD** and **HCHSP** teachers/staff as deemed appropriate.
   c. Participate with the **HCHSP** staff in the recruitment of children process.
   d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development.
   e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.

f. Complete and fulfill the required documentation for **Monte Alto ISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent.
i. Provide assistance with daily attendance reporting to the school district.
j. Follow collaboration protocol with any issues/concerns which may arise.
k. Follow **Monte Alto ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
l. Comply with any other responsibilities assigned by the immediate supervisor.
m. Coordinate efforts with the **HCHSP** staff to register the children with the district.

C. **HCHSP** will:
a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
b. Coordinate efforts with **Monte Alto ISD** to identify children with special needs and follow the **Monte Alto ISD** referral process for identification and services.
c. Identify personnel who will attend the ARDs conducted by **Monte Alto ISD.**
d. Assist with the distribution, completion, and submission of the required **Monte Alto ISD** student enrollment documents within the first week of a child's enrollment.
e. Coordinate with district staff to transition children to the **Monte Alto ISD** public schools at the end of each school year.
f. Provide assistance with daily attendance reporting.
g. Meet monthly or as needed with the designated **Monte Alto ISD** personnel.
h. Schedule a time for the **HCHSP** teacher and **Monte Alto ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
j. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **Monte Alto ISD** and **HCHSP** will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Review program operations to avoid duplication of efforts.
f. Meet on a regular basis to discuss the progress of the collaboration.
g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **Monte Alto ISD** and **HCHSP** requirements.
h. Analyze and share data for program planning and improvement.
i. Work together to meet attendance goal.
j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
k. Provide family services, parent engagement activities and home visits.
l. Support all events which promote the partnership.
m. Organize and plan to sustain the partnership and promote a collaborative culture.
n. Implement strategies to improve children's daily attendance.

Transportation Services:

Assigned **Monte Alto ISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **Monte Alto ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this Agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **Monte Alto ISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **Monte Alto ISD** and their respective elected officials, employees, representatives and agents (collectively "**Monte Alto ISD 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 "**Monte Alto ISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP's** 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 **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **Monte Alto ISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **Monte Alto ISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP 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 "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **Monte Alto ISD's** 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 **Monte Alto ISD** employees, anyone directly employed by the **Monte Alto ISD** or anyone for whose acts the **Monte Alto ISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Monte Alto ISD** and **HCHSP** to provide the children the best services available.

Monte Alto Independent School District

_____ _____

Olivia Almanza-Pena, Superintendent of Schools Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

06.06.2017

Memorandum of Understanding between
Hidalgo County Head Start Program
And
Pharr-San Juan-Alamo Independent School District
2017-2018

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Pharr-San Juan-Alamo Independent School District (PSJA ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **PSJA ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **PSJA ISD** is a public education institution of the state of Texas. **HCHSP** and **PSJA ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **PSJA ISD** Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall ensure that their respective Board of Directors is informed of the various aspects and elements of this partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **PSJA ISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-eight (178) days. The daily operations will be from 7:45 am to 5:15 pm.
(Note: District Calendar will be developed and approved by both entities.)

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **PSJA ISD**:

Alamo Head Start	**Pharr Head Start**	**San Juan I Head Start**	**San Juan II Head Start**
303 South 7th	415 E. Clark	200 North Cougar	601 Earling Rd.
Alamo, TX. 78516	Pharr, TX. 78577	San Juan, TX. 78589	San Juan, TX. 78589

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing **August 1, 2017** and ending **July 31, 2018**. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August of each year for the term of the Head Start grant or other terms as may be subsequently agreed to upon by both parties.

PSJA ISD Responsibilities:

PSJA ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **PSJA ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2017, will be dual-enrolled and served by **PSJA ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction by a certified **PSJA ISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements.

Partnership Responsibilities:

A. **PSJA ISD** will:
   a. Assign a **PSJA ISD** principal, instructional coach/s, and/or other district liaison to the **PSJA** Head Start facilities to provide supervision, oversight, support and evaluation of the **PSJA ISD** teachers.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children.
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by **PSJA ISD** involving **HCHSP** children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **PSJA ISD** Special Education Program.
   g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
   h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
   i. Provide an overview of the collaboration with the participating Administrators.
   j. Finance the **PSJA ISD** personnel and other resources as appropriate.
   k. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 per occurrence, and ii) General Aggregate $600,000 **HCHSP** must be named as an additional insured.

B. The **PSJA ISD** Teacher/Staff will:
   a. Provide 6 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based curriculum, research based assessment tools and the Texas Prekindergarten Guidelines (Updated 2015).
   b. Attend and/or assist in delivery of collaborative Professional Development for **PSJA ISD** and **HCHSP** teachers/staff as deemed appropriate.
   c. Participate with the **HCHSP** staff in the recruitment of children process.
   d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development.
   e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.

f. Complete and fulfill the required documentation for **PSJA ISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent.
i. Provide assistance with daily attendance reporting to the school district.
j. Follow collaboration protocol with any issues/concerns which may arise.
k. Follow **PSJA ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
l. Comply with any other responsibilities assigned by the immediate supervisor.
m. Coordinate efforts with the **HCHSP** staff to register the children with the district.

C. **HCHSP** will:
a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
b. Coordinate efforts with **PSJA ISD** to identify children with special needs and follow the **PSJA ISD** referral process for identification and services.
c. Identify personnel who will attend the ARDs conducted by **PSJA ISD**.
d. Assist with the distribution, completion, and submission of the required **PSJA ISD** student enrollment documents within the first week of a child's enrollment.
e. Coordinate with district staff to transition children to the **PSJA ISD** public schools at the end of each school year.
f. Provide assistance with daily attendance reporting.
g. Meet monthly or as needed with the designated **PSJA ISD** personnel.
h. Schedule a time for the **HCHSP** teacher and **PSJA ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
j. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **PSJA ISD** and **HCHSP** will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Review program operations to avoid duplication of efforts.
f. Meet on a regular basis to discuss the progress of the collaboration.
g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **PSJA ISD** and **HCHSP** requirements.
h. Analyze and share data for program planning and improvement.
i. Work together to meet attendance goal.
j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
k. Provide family services, parent engagement activities and home visits.
l. Support all events which promote the partnership.
m. Organize and plan to sustain the partnership and promote a collaborative culture.
n. Implement strategies to improve children's daily attendance.

Transportation Services:

Assigned **PSJA ISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **PSJA ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this Agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **PSJA ISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **PSJA ISD** and their respective elected officials, employees, representatives and agents (collectively "**PSJA ISD 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 "**PSJA ISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP's** 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 **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **PSJA ISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **PSJA ISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP 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 "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **PSJA ISD's** 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 **PSJA ISD** employees, anyone directly employed by the **PSJA ISD** or anyone for whose acts the **PSJA ISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **PSJA ISD** and **HCHSP** to provide the children the best services available.

Pharr-San Juan-Alamo *Independent School District*

_____ _____

Dr. Daniel P. King, Superintendent of Schools Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

06.06.2017

Memorandum of Understanding Between
Pharr-San Juan- Alamo Independent School District and the
Hidalgo County Head Start Program
2017-2018

Purpose:

This collaborative partnership, the **Integrated School Readiness Model (ISRM),** establishes an agreement between **Hidalgo County Head Start Program (HCHSP) and the Pharr-San Juan-Alamo Independent School District (PSJA ISD)** to provide Head Start services to age and income eligible pre-K children per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **PSJA ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **PSJA ISD** is a public education institution of the state of Texas. **HCHSP** and **PSJA ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Pharr-San Juan-Alamo School Board) established per applicable statues and local ordinances and/or procedures which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall insure that their respective Board of Directors is informed of the various aspects and elements of this Partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **PSJA ISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-eight (178) days. The daily operations will be from 7:45 am to 5:15 am.
(Note: District Calendar will be used by both entities.)

Designated Center Sites:

Designated sites are located in District owned buildings and playground space whereby utilities and maintenance of facilities and playgrounds are provided by the District.
The names and addresses of the **HCHSP** sites that will be served by **PSJA ISD:**

Carmen Anaya Head Start	**Farias Head Start**	**Longoria Head Start**	**Palacios Head Start**
1000 W. Dicker Road	1100 W. Acacia Street	2500 N. Cypress	801 E. Thomas Drive
Pharr, TX. 78577	Alamo, TX. 78516	Pharr, TX. 78577	Pharr, TX. 78577

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing **August 1, 2017** and ending July 31, 2018. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August 1 of each year for the term for the Head Start grant or other terms as may be subsequently agreed to upon by both parties.

PSJA ISD Responsibilities:

PSJA ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **PSJA ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2017, will be dual-enrolled and served by **PSJA ISD** and **HCHSP**. Collaboratively, the children will receive **6 hours** of instruction in cognitive development by bilingual early childhood education Texas certified teacher under the school Readiness Partnership Model (SRPM). The dual-enrolled Pre-K children will be collaboratively served at the designated elementary campuses in **PSJA ISD**.

Partnership Responsibilities:

A. PSJA ISD will:

a. Assign a **PSJA ISD** principal, instructional coach/s, and/or program specialist to the designated center to provide supervision, oversight, support and evaluation of the ISD teachers.
b. Provide certified early childhood bilingual teachers to deliver **6** hours of instruction in cognitive development to participating **HCHSP** children.
c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
d. Permit **HCHSP** representatives to attend ARDs conducted by **PSJA ISD** involving Head Start children.
e. Supplement health services, educational services, parental training and other services as required by the children and their families.
f. Assign special education teachers to provide services to children who are identified in need of special services through the **PSJA ISD** Special Education Program.
g. Provide support staff to assist with various services to the children, parents, and teachers.
h. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
i. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
j. Provide an overview of the collaboration with the participating Administrators.
k. Finance the **PSJA ISD** personnel and other resources.

B. The PSJA ISD Teacher/Staff will:

a. Provide 6 hours of daily instruction in cognitive development to the **HCHSP** children utilizing the Texas State Pre-Kindergarten Guidelines, the Head Start Early Learning Outcomes Framework, research-based curricula for three years old and four years old, and research based assessment tools to guide instruction.
b. Attend and/or assist in delivery of collaborative Professional Development for **PSJA ISD** and **HCHSP** as deemed appropriate.
c. Participate with the **HCHSP** staff in the recruitment process.
d. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.

e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
f. Complete and fulfill the required documentation for **PSJA ISD** and **HCHSP** with the assistance of both Human Resource Departments.
g. Collaborate with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent.
i. Provide assistance with daily attendance reporting.
j. Follow collaboration protocol with any issues/concerns which may arise.
k. Follow **PSJA ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
l. Comply with any other responsibilities assigned by the immediate supervisor.
m. Coordinate efforts with the **HCHSP** staff to register the children online.

C. HCHSP will:

a. Assign a teacher and an assistant to the collaborative classrooms.
b. Assign a Center Manager and Support Service personnel to monitor and oversee the Head Start program at the designated **PSJA ISD** campuses.
c. Coordinate efforts with **PSJA ISD** to identify children with special needs and follow the **PSJA ISD** referral process for identification and services.
d. Identify personnel who will attend the ARDs conducted by **PSJA ISD**.
e. Assist with the distribution, completion, and submission of the required **PSJA ISD** student enrollment documents within the first week of a child's enrollment.
f. Coordinate with district staff to transition children to the **PSJA ISD** public schools at the end of each school year.
g. Provide assistance with daily attendance reporting.
h. Provide information concerning implementation of the integration of services as requested by designated district personnel.
i. Provide a designated space to store instructional materials.
j. Meet monthly or as needed with the designated **PSJA ISD** personnel.
k. Schedule a time for the **HCHSP** and **PSJA ISD** teacher to plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
l. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
m. Finance program operations based on the **HCHSP** grant.
n. Meet and maintain Texas child care licensing requirements and produce a copy of current license and promptly inform **PSJA ISD** of any change in license status.

D. Collaboratively PSJA ISD and HCHSP will:

a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Develop a Collaboration Guide which details the partnership and its daily operation.
f. Review program operations to avoid duplication of efforts.
g. Meet on a regular basis to discuss the progress of the collaboration.
h. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **PSJA ISD** and **HCHSP** requirements.

i. Analyze and share data for program planning and improvement.
j. Work together to meet attendance goal.
k. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
l. Provide family services, parent engagement activities and home visits.
m. Support all events which promote the partnership.
n. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.
o. Implement strategies to improve children's daily attendance.

Transportation Services:

a. **PSJA ISD** will provide transportation services to and from the campus to accommodate needs of children to be served. At a maximum, maintenance and fuel cost will be borne by the district.
b. **HCHSP** will provide appropriate safety restraint equipment to accommodate all children who will be transported to **PSJA ISD** facilities. The safety child alarm system will also be installed in each bus used.
c. Transportation staff will be required to meet **PSJA ISD** and Head Start Program transportation requirements including training.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- This Agreement is made in Texas and shall constitute the complete understanding of **PSJA ISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.

Termination:

Either party may terminate the Agreement, with or without cause, by giving thirty (30) days written notice to the other.

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.

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **PSJA ISD** 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. **HCHSP** and **PSJA ISD** agree 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

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:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by PSJA **ISD** Board of Trustees, and hold harmless **PSJA ISD** and their respective elected officials, employees, representatives and agents (collectively "**PSJA ISD 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 "**PSJA ISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP** 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 **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** 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.

To the extent allowed by law, **PSJA ISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and Hidalgo County, and hold harmless **HCHSP** and Hidalgo County, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP 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 "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **PSJA ISD's** 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 **PSJA ISD** employees, anyone directly employed by the **PSJA ISD** or anyone for whose acts the **PSJA ISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **PSJA ISD** and **HCHSP** to provide the children the best service available

Consideration:

This Agreement is being made in consideration of the following: **Pharr-San Juan-Alamo Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Pharr-San Juan-Alamo Independent School District

_____	*Dr. Daniel P. King, , Superintendent of Schools*
Authorized Signature Date	*Print Name and Title*

Hidalgo County Head Start Program

_____	_____
Honorable Ramon Garcia Hidalgo County Judge	Teresa Flores, Executive Director Hidalgo County Head Start Program
_____	_____
Date	Date

ATTEST:

By:_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form: Atlas, Hall & Rodriguez, LLP	Approved As To Form: Oxford & González, P.C.
By:_____ Stephen L. Crain	By:_____ Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

School Districts

Other MOU

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

McAllen Independent School District
Community Based Pre-School Program for Children with Disabilities
2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and the **McAllen Independent School District (MISD)** agree to provide educational services to children aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **MISD** and may not be amended except by a written document signed by **HCHSP** and **MISD.**

McAllen Independent School District "MISD" will:

- Identify and determine the number of early childhood students that are residents in **MISD** and are eligible to receive special education services, according to the standards of the Texas Education Agency and in addition meet the Eligibility Criteria for Head Start, to participate in the collaborative program effort. The program will provide special education support of one special education teacher and two paraprofessionals to 12 special education students as determined by **MISD** teacher to student staffing rations with the option of increasing the number of students and staff based on Head Start Guidelines of student enrollment and staff availability.
- Provide a special education teacher(s) and a paraprofessional(s) for three hours of instruction daily at the satellite classroom setting(s): Austin One Stop (A-1) Head Start Center, 2100 North Fir Ave., to engage in developing a comprehensive educational service program.
- Verify student paperwork (i.e.: immunization, birth certificate, ARD documentation) to comply with MISD policy.
- Assure that curriculum and instructional guidelines are aligned with the state adopted curriculum and to the Pre-School Guidelines.
- All teachers of **MISD** will follow the **MISD** Board adopted **MISD** calendar.
- Provide all student supplemental services as specified by the Admission Review and Dismissal (ARD) Committee.
- Provide support in the classroom to ensure compliance of the Individual Educational Plan (IEP) for each student.
- All MISD teachers and paraprofessional will follow the **MISD** Special Education Guidelines and district requirements as assigned.
- **MISD** students will follow the Head Start School Calendar.
- Participate in joint training for staff and parents.

- Complete and fulfill the required documentation for the McAllen ISD and the HCHSP staff with the assistance of both Human Resource Departments.

- Follow McAllen ISD requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start Program "HCHSP" will:

- Provide a co-teacher(s) to assist in the three hours of instruction daily in the classroom setting(s): Austin One Stop (A-1) Head Start Center, 2100 North Fir Street.

- Assure that all Federal Head Start Program guidelines are adhered to.

- Complete student paperwork to comply with childcare licensing and Head Start Guidelines (i.e.: immunizations, dental and health data, birth certificate, emergency information).

- Provide certification that the agency is a childcare facility licensed by the State of Texas and will provide **MISD** with a copy of its current license, and will inform **MISD** immediately of any changes in its license status.

- Purchase and maintain a certificate of insurance for Commercial General Liability i) Bodily Injury and Property Damage $300,000 ea. Occurrence, ii) Personal Advertising Injury $300,00 ea. Occurrence, iii) General Aggregate $600,000 and iv) Products Completed Operations Coverage $600,000 aggregate. **MISD** must be named as an additional insured and HCHSP waives any right to subrogation against **MISD**.

- Provide a safe, clean, well-lighted, and comfortable and age appropriate facility that meets Texas childcare requirements and Head Start standards.

- Participate in joint training for staff and parents.

Collaboration Efforts between MISD and HCHSP:

- To coordinate and collaborate monthly to plan, share resources and intensify services to meet the needs of the identified and eligible pre-school children.

- To provide age appropriate educational supplemental materials and supplies needed to accommodate the classroom settings.

- To coordinate and provide parental informational sessions/trainings to strengthen partnerships and participation between parents/families and schools/centers and to encourage parent communication for the purpose of child's progress,

- To investigate the need for student support services such as transportation, meal program and provision of any other health and social services.

- Provide scheduled co-planning time for **MISD** teacher and **HCHSP** co-teacher on a weekly basis.

- Provide professional development sessions based on the context of early childhood development.

- Assure that progress and development records of each child are maintained.
- Coordinate assessment instruments for the utilization of progress monitoring of diagnostic results.

Neither party may assign this Agreement, without the prior written consent of the other party. Both parties agree to abide by the rules and regulations or standards set by law and regulatory agencies having authority over the subjects herein.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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.

McAllen Independent School District

_____
Authorized Signature *Date*

Dr. Jose A. Gonzalez, Superintendent
Print Name and Title

_____
Authorized Signature *Date*

Rosie Larson, Special Education Director
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia Date
Hidalgo County Judge

_____
Teresa Flores, Executive Director Date
Hidalgo County Head Start Program

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:

Memorandum of Understanding for Transition of Children and Families Between

Hidalgo County Head Start Program

And

Pharr-San Juan-Alamo Independent School District Early Head Start

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Pharr-San Juan-Alamo Independent School District (PSJA ISD) Early Head Start** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **PSJA ISD Early Head Start Program** to provide services for infants and toddlers and their families, to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy and support emerging communication skills.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **PSJA ISD Early Head Start** may not be amended except by a written document signed by **HCHSP** and **PSJA ISD Early Head Start**.

Pharr-San Juan-Alamo ISD Early Head Start will:

- Collaboratively develop a transition plan that includes a transition calendar, defines role and responsibilities of **PSJA ISD Early Start** staff and **HCHSP** staff and fully engages parents and community partners in the process.

- Assist with transition to other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the Early Childhood Intervention (ECI) program staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to **HCHSP** as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information will accompany the referral. Parents must complete the application process and meet the Program criteria to be enrolled in **HCHSP**.

- Participate in and support efforts for a smooth transition to **HCHSP**. To avoid duplication of effort, the **PSJA ISD Early Head Start** staff will coordinate with families and the **HCHSP** staff to support the cooperation and the sharing of information among agencies and their community partners in accordance with the District and **HCHSP** confidentiality policies.

- Establish and maintain transition procedures, will coordinate with the **Hidalgo County Head Start Program** to ensure the relevant children's record are transferred; will initiate meetings with **HCHSP** staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start vacancies.

- Transition planning by **PSJA ISD Early Start** will be undertaken for each child and family at least six months prior to the child's third birthday. **PSJA ISD Early Start** will allow the child, as appropriate, to remain in Early Head Start, following his or her third birthday, for additional months until he or she can transition into a **HCHSP**, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Collaboratively develop a transition plan that includes a transition calendar, defines roles and responsibilities of **PSJA ISD Early Start** staff and **HCHSP** staff and fully engage parents and community partners in the process.

- The Director for Transition and Community Partners will collaborate with **PSJA ISD Early Start** representative to implement the transition plan.

Collaboration Efforts between PSJA ISD Early Start and HCHSP:

- Refer clients as appropriate to each other. Families who meet **HCHSP** criteria will be eligible for all services as provided to all other **HCHSP** children enrolled under the grant. In the event that **HCHSP** is unable to provide services to the transition family, it is agreed that alternate referrals will be provided as possible resources.

- Share reports describing services rendered by each entity on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums for parents, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ninety (90) days written notice to the other.

Term:

This Agreement is in effect for the **2017-2018** school year, unless earlier terminated as provided herein.

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: **Pharr-San Juan-Alamo ISD Early Head Start** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Pharr-San Juan-Alamo Independent School District:

_____
Authorized Signature *Date*

Dr. Daniel P. King, Superintendent
Print Name and Title

_____
Authorized Signature *Date*

Berta Medrano, PSJA Early Head Start Director
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:

MOU

Local Agencies

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

AVANCE, Inc./Colonia's Early Head Start Program and

Early Head Start Child Care Partnership Program

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **AVANCE, Inc.** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **AVANCE, Inc.,** may not be amended except by a written document signed by **HCHSP** and **AVANCE, Inc.**

AVANCE, Inc. will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.

- Provide service coordination services for all eligible children and maintain documentation of these activities. The Family Development worker is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.

- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individual Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.

- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the Early Childhood Intervention (ECI) program staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to Hidalgo County Head Start Program as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.

- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the **AVANCE, Inc.** will coordinate, to the extent possible with families and the Head Start program to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Will establish and maintain transition procedures, will coordinate with the **Hidalgo County Head Start Program** to ensure the relevant children's record are transferred; will initiate meetings with **Hidalgo County Head Start Program** staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.

- Transition planning by **AVANCE, Inc.** will be undertaken for each child and family at least six months prior to the child's third birthday. **AVANCE, Inc.** will allow the child, as appropriate, to remain in Early Head Start, following his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.

- Engage in an ongoing family partnership building and provide social service assistance when needed.

- Provide information and referrals to families regarding services of collaborating agency/program.

- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between AVANCE, Inc. and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **AVANCE, Inc.** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

AVANCE, Inc.:

_____ _____

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Behavioral Health Solutions of South Texas

2017-2018

This written memorandum of understanding will serve as a collaborative agreement between **Hidalgo County Head Start Program (HCHSP) and the Behavioral Health Solutions of South Texas / Prevention Resource Center-Region 11 (PRC 11)** in an effort to identify local community and county data resources to facilitate the development of a Regional Needs Assessment which will be available for the agency and the community. Also, this collaboration will help to identify local community, county and regional training needs and resources. The Prevention Resource Center's goals are to establish a central data collection repository for PRC 11; to ensure accessible regional substance abuse and mental health training.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Behavioral Health Solutions of South Texas / Prevention Resource Center-Region 11 (PRC 11)** may not be amended except by a written document signed by **HCHSP** and **Behavioral Health Solutions of South Texas / Prevention Resource Center-Region 11 (PRC 11)**.

Behavioral Health Solutions of South Texas will:

- Develop and provide access to a central data collection repository for the region focused on identifying local, county, and regional data resources.
- Share available data, resources and statistics with community stakeholders.
- Complete a Regional Needs Assessment (RNA) and provide access to final document.
- Offer networking assistance to strengthen prevention efforts in the community.
- Promote the College Survey and assist universities/colleges in participating.
- Facilitate access and coordinate prevention trainings available through Coordinated Training Services for DHS funded providers.

Hidalgo County Head Start Program will:

- Participate in **PRC 11** data collection efforts such as completing surveys and responding to requests for data (alcohol and drug related offenses; violent crime, statistics, prevention efforts, intervention/treatment services, disciplinary offenses, and dropout rates).
- Offer networking assistance to strengthen prevention efforts in our community by attending meetings facilitated by **PRC 11.**
- Provide **PRC 11** Staff with feedback related to gaps in data collection, networking, data sharing, and coordination of training efforts.
- Maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2). Funding for these services is provided by a grant from the Texas Department of State Health Services and no fees or cost will be incurred by the Hidalgo County Head Start Program.

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 September 1, 2017 through August 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: **Behavior Health Solution of South Texas/Prevention Resource Center-Region 11 (PRC 11)** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Behavioral Health Solutions of South Texas/Prevention Resource Center-Region 11:

_____ Jose G. Gonzalez, Executive Director
Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Date Teresa Flores, Executive Director Date
Hidalgo County Judge Hidalgo County Head Start Program

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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Buckner Children & Family Services, Inc.

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Buckner Children & Family Services, Inc. – STAR Program (Buckner Star Program)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Buckner–STAR Program** may not be amended except by a written document signed by **HCHSP** and **Buckner–STAR Program.**

Buckner–STAR Program provides services to youth, 0 to 17 years of age, and their families in at-risk situations. The **Buckner–STAR Program** is designed to reduce family conflict, help with family support and skills, and prevent the problems of runaway, school attendance issues and delinquent behaviors. We help youth and families resolve crises, and establish and achieve goals that strengthen and promote healthy families. The services provided to the youth and families include screening/intake, crisis intervention, counseling services, skills-based training, case management, case follow-up and outreach. All services are free of charge to **Hidalgo County Head Start** and the surrounding areas, and provided through home visits, office visits, and schools and community visits.

Buckner–STAR Program agrees:

- To provide skills-based training weekly or as scheduled to qualifying students and their families. These curriculums may be conducted in an individual student setting and will be delivered tailored to the needs of the school. Students will learn skills to help them resolve crises among peers and family, develop their skills to cope with everyday problems and stresses in their lives, and learn self-esteem concepts while developing communication skills and peer pressure refusal skills.

General Responsibility of Buckner–STAR Program:

- Upon the receipt of referral, provide Intake process (which includes meeting with the youth's parents to obtain consent forms).
- Provide staff to conduct and counseling services.
- Provide program curriculum and supplies, and

Hidalgo County Head Start Program will

- Provide students referrals.
- Provide class/school time for STAR services,
- Provide class/facility space for counseling services,
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Buckner–STAR Program and HCHSP:

- In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect **September 1, 2017**- through **August 31, 2018**, unless earlier terminated as provided herein.

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: **Buckner Children & Family Services, Inc.–STAR Program** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Buckner Children & Family Services, Inc.–STAR Program** and **HCHSP** to provide the children the best services available.

[Signature page follows]

Buckner Children & Family Services, Inc.–STAR Program:

Authorized Signature Date

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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

County of Hidalgo Community Service Agency

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and the **County of Hidalgo Community Service Agency** agree to provide information and referrals to its clients regarding services as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **County of Hidalgo Community Service Agency** and may not be amended except by a written document signed by **HCHSP** and **County of Hidalgo Community Service Agency**.

HCHSP will:

To provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit and serve foster children, homeless children and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement and transition services.

- To engage in an ongoing family partnership building and provide social services assistance when needed.
- To provide information and referrals to families regarding services of the **County of Hidalgo Community Service Agency.**
- To designate a **HCHSP** staff member to serve as a liaison **to County of Hidalgo Community Service Agency.**
- To provide the **County of Hidalgo Community Service Agency** a rent and utilities free facility at 2100 Fir St., McAllen, TX 78501 "Austin (A-1) One Stop Head Start Center."
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

County of Hidalgo Community Service Agency Agrees:

- To provide information and referrals to its clients regarding services of the HCHSP.

Collaboration Efforts between County of Hidalgo Community Service Agency and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **County of Hidalgo Community Service Agency** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

County of Hidalgo Community Service Agency

_____	*Jaime Longoria, Executive Director*
Authorized Signature *Date*	*Print Name and Title*

Hidalgo County Head Start Program

_____	_____
Honorable Ramon Garcia **Hidalgo County Judge**	Teresa Flores, Executive Director **Hidalgo County Head Start Program**
_____	_____
Date	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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Doctor's Hospital at Renaissance, Ltd.

2017-2018

Doctor's Hospital at Renaissance, Ltd. ("Doctor's Hospital at Renaissance") and **Hidalgo County Head Start Program** agree to collaborate in the services of eye exams program. The program provides community-based, services for children. The mobile clinic is designed to promote stronger families, encourage healthier life styles and facilitate the provision of services, referral and follow-up in relation to vision screen performed for Head Start children.

Our commitment to this collaboration will consist of the following:

1. **Doctor's Hospital at Renaissance, Ltd.** 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. **Doctor's Hospital at Renaissance, Ltd.** and **Hidalgo County Head Start Program** will cooperate fully to make it possible for individuals to receive services, as detailed below:
    - Provide Mobile Vision Clinic services, thus easing parent's concern of how to get children to an appointment.
    - Mobile clinic will be fully equipped with two eye exam lanes.
    - Provide comprehensive eye exam by Optometrist, Dr. Guadalupe Flores, O.D., along with written result of exam.
    - Provide certified trained technicians to assist the Optometrist.
    - Provide services to all patients regardless of their ability to pay.
    - Will not collect any payment in advance of services rendered.
    - Will allow parents to arrange payment plan for exam based on their ability to pay.
    - Will provide written prescriptions for glasses for center staff to give to parents at the end of visit.
    - Prescription can be taken to any Optical to purchase glasses.
    - Will provide low cost prescription eye glasses for all patients.
    - Will provide a waiting room equipped with television for children to watch age appropriate movie while children wait.

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), **Doctor's Hospital at Renaissance, Ltd.** 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. **Doctor's Hospital at Renaissance, Ltd.** 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:

Doctor's Hospital at Renaissance, Ltd. 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 **Doctor's Hospital at Renaissance, Ltd.** 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 **Doctor's Hospital at Renaissance, Ltd.** employees, anyone directly employed by the **Doctor's Hospital at Renaissance, Ltd.** or anyone for whose acts of the **Doctor's Hospital at Renaissance, Ltd.** 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 September 1, 2017 through August 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: **Doctor's Hospital at Renaissance, Ltd.** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Doctors Hospital at Renaissance, Ltd.

_____ _____

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Easter Seals of the Rio Grande Valley/Early Childhood Intervention Program

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Easter Seals of the Rio Grande Valley** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **HCHSP** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Easter Seals of the Rio Grande Valley**, may not be amended except by a written document signed by **HCHSP** and **Easter Seals of the Rio Grande Valley.**

Easter Seals of the Rio Grande Valley will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.

- Provide service coordination services for all eligible children and maintain documentation of these activities. The Social Service Specialist is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.

- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individual Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.

- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the Early Childhood Intervention (ECI) program staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to **HCHSP** as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.

- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the **Easter Seals of the Rio Grande Valley** will coordinate, to the extent possible with families and the Head Start program to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Will establish and maintain transition procedures, will coordinate with the **HCHSP** to ensure the relevant children's record are transferred; will initiate meetings with **HCHSP** staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.

- Transition planning by **Easter Seals of the Rio Grande Valley** will be undertaken for each child and family at least six months prior to the child's third birthday. **Easter Seals of the Rio Grande Valley** will allow the child, as appropriate, to remain in Early Head Start, following his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.

- Engage in an ongoing family partnership building and provide social service assistance when needed.

- Provide information and referrals to families regarding services of collaborating agency/program.

- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Easter Seals of the Rio Grande Valley and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Easter Seals of the Rio Grande Valley** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Easter Seals of the Rio Grande Valley:

_____ Patricia Rosenlund, ECI Director .

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Senior Community Outreach Services, Inc./Foster Grandparent Program

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Senior Community Outreach Services, Inc. / Foster Grandparent Program (SCOS-FGP)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **SCOS-FGP** may not be amended except by a written document signed by **HCHSP** and **SCOS-FGP**.

SCOS-FGP will:

1. Designate a Foster Grandparent staff member to serve as a liaison with the **HCHSP**.
2. Recruit, interview, select and enroll volunteers that will participate in the **HCHSP** in accordance to the criteria set forth by the **Foster Grandparent Program**.
3. Conduct and document a criminal history check on Foster Grandparents in accordance with requirements by the state licensing minimum standards.
4. Recognize and respect the confidentiality of the children involved in the program.
5. Arrange for pre-service physical examination for the new Foster Grandparents assigned to the **HCHSP.**
6. Provide insurance coverage as required by the **HCHSP.**
7. Be responsible for the management and fiscal control of the program.
8. Provide orientation to volunteer and provide in-service training on an ongoing basis.
9. Provide orientation to **HCHSP** staff.
10. Permit the **HCHSP** to screen Foster Grandparents pursuant to established criteria of **HCHSP**.

HCHSP will:

1. Serve as a "Volunteer Station" for **Foster Grandparent Program** participants.
2. Designate a staff member to serve as a liaison with the **SCOS-FGP**.
3. Develop and obtain a written Assignment Plan identifying:
   (a) The child(ren) to be served
   (b) The role and activities of the volunteer
   (c) The expected outcomes for each child
   (d) The period of time each child should receive such services.

This Assignment Plan will be signed by the **HCHSP** liaison and the Foster Grandparent volunteer and will be used to review the Foster Grandparent's services as well as the impact of the assignment on the child's development.

4. Arrange that each **Foster Grandparent** participant processes the "Volunteer Vital Information, DPS and Central Registry Background Check" form.

5. Assure adequate health and safety provisions for the protection of the volunteers.

6. Investigate incidents, accidents and injuries involving volunteers and notify the **SCOS-FGP** in a timely manner.

7. Assign children with designated special or exceptional needs to each volunteer. (**Exhibit A**, "Special or Exceptional Needs/Special Initiatives")

8. Provide site specific orientation and training to the volunteers.

9. Submit required completed paperwork to the **SCOS-FGP** on a timely basis, i.e., Individual Volunteer Assignment Plans, Performance Measure Evaluations and Assessments in relation to the child's needs; and Foster Grandparents Program Volunteer Performance Evaluation Forms.

10. Designate space for use by volunteer in their activities with assigned child(ren) and for project related activities.

11. Ensure **Foster Grandparents** serve in a volunteer capacity. The **HCHSP** will verify Foster Grandparents will not:
    (a) Displace nor replace paid or contracted employees;
    (b) Relieve staff of their routine duties;
    (c) Infringe upon the site supervisor's role with children.

12. Exclude **Foster Grandparents** as supervision adults when calculating State mandated adults-to-child ration.

13. Supervise **Foster Grandparents** at all times while they are performing as volunteers; **Foster Grandparents** shall not be left alone with children.

14. Track and report volunteer hours served; **HCHSP** supervisor will sign **Foster Grandparents Program** timesheets.

15. Ensure that any screening process required of other volunteers at **HCHSP** are also required for the **Foster Grandparents** volunteers.

16. Provide comprehensive orientation training to foster grandparents which includes (but not limited to) the **Hidalgo County Head Start Program's** policies on confidentiality, dress code, release of children, child abuse and neglect, emergency and evacuation, State Education laws, rules and regulations, Federal Regulations and Statutes, including the Buckley and Hatch Activities.

17. Maintain the program and activities to which the **Foster Grandparents** volunteers are assigned, accessible to persons with disabilities (including mobility, hearing, vision, mental and cognitive

impairments of addiction and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow person with disabilities to participate in programs and activities.

18. Maintain compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. & 1201 et. Seq.) if an individual station is not accessible, HCHSP must provide assurance staff will reach out to person with disabilities and will provide reasonable accommodation to anyone who wishes to volunteer.

19. Will complete a physical accessibility checklist for each **HCHSP** site or submit copy of documentation that indicates site complies with the American Disability Act.

20. Will not discriminate against Foster Grandparents volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion or on the basis of disability, if the volunteer is a qualified individual with a disability.

Collaboration Efforts between SCOS-FGP and HCHSP:

1. To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.
2. Recognized the Foster Grandparents for their volunteer service.
3. Arrange and deliver monthly in-service trainings which will be provided by the **SCOS-FGP** staff.
4. Work together to assign one (1), or more Foster Grandparents for an average of 15-40 hours per week to serve two (2) or more children.
5. Work together in developing appropriate activities for Foster Grandparents to carry out with their assigned children.
6. Work together to supervise Foster Grandparents in their activities. This will be accomplished by the Field Supervisor and the directly supervising the Foster Grandparents at the **HCHSP**.
7. Provide all reasonable resources and make every effort to ensure the success of the **Foster Grandparents Program** and the HCHSP to which the Foster Grandparents are assigned.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Senior Community Outreach Services, Inc. /Foster Grandparent Program** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Senior Community Outreach Services, Inc. / Foster Grandparent Program

Authorized Signature Date

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:

EXHIBIT A

SPECIAL OR EXEPTIONAL NEEDS/SPECIAL INITATIVES

It is a Federal Requirement that all Foster Grandparents have an assignment plan for the children with whom they are assigned to work. The **SCOS-Foster Grandparents** is assigned to your organization to provide one-to-one assistance and perform duties based on the needs of selected children.

Special or Exceptional Needs:

Development Delayed/Disabled	Health Impairment
Visually Impaired	Literacy Needs
Speech Impaired	Abused/Neglected
Hearing Impaired	In Need of Foster Care
Physically Challenged	Adjudicated Youth
Emotional/Social Need	Homeless Youth
Language/Communication	Teen Parent
Learning Disabled Intervention	Child in Need of Protective

Special Initiatives:

Child of Incarcerated Parent (S)
Child on Foster Care

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo County Health and Human Services Agency

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **the Hidalgo County Health and Human Services** agree to provide information and referrals to its clients regarding services as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **County of Hidalgo Community Service Agency** and may not be amended except by a written document signed by **HCHSP and Hidalgo County Health** and **Human Services**.

The Hidalgo County Head Start Program Agrees:

To provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit and serve foster children, homeless children and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement and transition services.

- To engage in an ongoing family partnership building and provide social services assistance when needed.
- To provide information and referrals to families regarding services of the **Hidalgo County Health and Human Services**.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

The Hidalgo County Health and Human Services Agrees:

- To assist with health fairs and conferences by providing material and/or resources.
- To provide information and referrals to their clients regarding services of the **Hidalgo County Head Start Program.**
- To help parents seek assistance in meeting their child's health needs.
- To educate parents on services provided by **Hidalgo County Health and Human Services**.
- To teach parents how to advocate for their children's health services.

Collaboration Efforts between Hidalgo County Health and Human Services and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Hidalgo County Health and Human Services** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Hidalgo County Health and Human Services Agency

_____ *Eduardo Olivarez, Chief Administrative Officer*

Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date

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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo County Housing Authority

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Hidalgo County Housing Authority** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP and Hidalgo County Housing Authority** may not be amended except by a written document signed by **HCHSP and Hidalgo County Housing Authority**.

Hidalgo County Housing Authority will:

- Provide housing need to families as funding is available and in accordance with H.U.D. and USDA requirements.
- Provide housing for homeless as funding is available and in accordance with H.U.D. and USDA requirements.
- Provide information and referrals to clients regarding services of the **HCHSP.**

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Provide information and referrals to families regarding services of the Hidalgo County Housing Authority.
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the Hidalgo County Housing Authority.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Hidalgo County Housing Authority and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Hidalgo County Housing Authority** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Hidalgo County Housing Authority:

_____ Eloy Avila, Board Chairman _____

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia Date
Hidalgo County Judge

Teresa Flores, Executive Director Date
Hidalgo County Head Start Program

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodríguez, LLP

By: _____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By: _____
Ricardo González

Date Approved by Policy Council: 5-25-2016
Date Approved by Commissioner's Court: 6-07-2016

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo County WIC Program

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Hidalgo County WIC Program** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Hidalgo County WIC Program** may not be amended except by a written document signed by **HCHSP** and **Hidalgo County WIC Program**.

Hidalgo County WIC Program will:

- Provide Nutrition Education: Individual or Group Sessions.
- Provide Breastfeeding Support.
- Provide information and referrals to clients regarding services of the **HCHSP**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Provide information and referrals to families regarding services of the Hidalgo County WIC Program.
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the Hidalgo County WIC Program.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Hidalgo County WIC Program and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Hidalgo County WIC Program** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Hidalgo County WIC Program:

_____ Clarissa Ramirez, Director .

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hope Family Heath Center

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Hope Family Health Center** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Hope Family Health Center** may not be amended except by a written document signed by **HCHSP** and **Hope Family Health Center**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Hope Family Health Center will:

- To provide mental health services to children and families with no financial means or health insurance.
- To help parents seek assistance in meeting their children's emotional needs.
- To teach parents how to advocate for children's mental health services.
- Provide information and referrals to clients regarding services of the **Hidalgo County Head Start Program**.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Hope Family Health Center** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Hope Family Health Center:

_____ Rebecca Ramirez Stocker, Executive Director.

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Women Together Foundation, Inc. / Mujeres Unidas

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Women Together Foundation, Inc.** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Women Together Foundation, Inc.** may not be amended except by a written document signed by **HCHSP** and **Women Together Foundation, Inc.**

Women Together Foundation, Inc. will on property other than HCHSP property:

- Provide trainings to parents on the importance of providing physical, emotional, and developmental care to their children.
- Assist parents seek in meeting their own emotional and physical needs through other community resources available.
- Teach parents to identify crisis prevention resources, such as hotline numbers, local crisis centers, or names of counselors.
- Inform parents where to seek immediate shelter for their family in the event that one parent is abusive towards the other and the family must leave for safety reasons.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Women Together Foundation, Inc. and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:
This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Women Together Foundation, Inc.** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Women Together Foundation, Inc.:

_____ Estela De Anda, Executive Director
Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____
Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Region One Education Service Center/Child Find-Child Serve

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Region One Education Service Center (Region One ESC)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Region One ESC**, may not be amended except by a written document signed by **HCHSP** and **Region One ESC.**

Region One ESC will:

1. Provide printed materials, such as posters, will be printed at a cost to the Region One ESC Special Education Program. Brochures will be available for download on Region One ESC website.
2. Provide and maintain a 1-800 toll number for the purpose of receiving referrals.
3. Maintain a data base that will reflect all referrals made to the ESC related to Child Find.
4. Provide assistance to the Head Start Program in developing written procedures for a comprehensive system of Child Find.
5. Maintain a log of all presentations made in relation to Child Find activities in the Head Start Program. Upon request, this log will be shared with the HCHSP as to where a presentation was held.
6. Disseminate Child Find materials and information to the **HCHSP**, appropriate agencies, medical facilities, day care centers, nursing homes and other residential facilities.
7. Conduct online meetings/webinar as needed with representatives from Local Education Agency's (LEA), Head Start, and **Early Childhood Intervention (ECI) Program**, to meet for training and discussions on Child Find activities for the Region One area, and promote collaboration between all agencies providing services for children birth to 21 years.
8. Relay all referrals received by the **Region One Child Find** component to the appropriate districts in a timely manner.

Hidalgo County Head Start Program will:

1. Engage in Child Find activities within **Region One** and the Local Education Agency boundaries.
2. Receive referrals and process as described for possible enrollment in **Hidalgo County Head Start Program**.

3. Develop a system to place students in a Head Start Center, once the referral is received.

4. Coordinate and collaborate with **ECI** for the purpose of insuring a smooth transition of students from the intervention program into the **Hidalgo County Head Start Program.**

5. Coordinate and maintain Memorandum of Understanding (MOU) with **ECI** Programs for the purpose of insuring the provision of services for those referrals, which relate to children 0-2 years of age for future infant and toddler Early Head Start.

6. Maintain telephone logs and /or written documentation that demonstrate follow up between the **ECI Program** and **Head Start /or Region One ESC** and the person making the initial referral.

7. Maintain a log of all local efforts in relation to Child Find activities.

8. Maintain documentation of all coordinated **Child Find/Child Serve** efforts between the **HCHSP** and the **Region One ESC.**

9. Disseminate printed materials, make presentations, and provide any additional information to interested parties, public or private, within **Hidalgo County Head Start Program.**

10. Continue to actively participate in the Child Find meetings by selecting a District Child Find contact person/representative and allowing them to attend the Child Find online meetings.

11. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Region One ESC and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Region One ESC** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Region One Education Service Center:

_____
Authorized Signature Date

Dr. Cornelio González, Executive Director
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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Region One Education Service Center/Early Childhood Intervention Program

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Region One Education Service Center (Region One ESC)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP and Region One ESC,** may not be amended except by a written document signed by **HCHSP and Region One ESC.**

Region One ESC will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.

- Provide service coordination services for all eligible children and maintain documentation of these activities. The Social Service Specialist is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.

- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individualized Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.

- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the **Region One ESC** staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to HCHSP as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.

- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the **Region One ESC** will coordinate, to the extent possible with families and the HCHSP to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Will establish and maintain transition procedures, and coordinate with the Hidalgo County Head Start Program to ensure the relevant children's record are transferred; will initiate meetings with **Hidalgo County Head Start** staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.

- Transition planning by **Region One ESC** will be undertaken for each child and family at least six months prior to the child's third birthday. **Region One ESC** will allow the child, as appropriate, to remain in Early Childhood Intervention Program, following his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.

- Engage in an ongoing family partnership building and provide social service assistance when needed.

- Provide information and referrals to families regarding services of collaborating agency/program.

- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Region One ESC and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Region One ESC** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Region One ESC

_____ Norma Jean Cano, Region One ESC, ECI Program Director

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Rio Grande Regional Hospital

2017-2018

I. PARTIES

This Memorandum of Understanding ("MOU") is entered into this ___ day of ____, 2017, by and between Columbia Rio Grande Healthcare, L.P. d/b/a **Rio Grande Regional Hospital ("the Hospital")** and the **Hidalgo County Head Start Program ("HCHSP").**

II. PURPOSE

The Hospital is participating in Regional Healthcare Partnership 5 (RHP 5) as part of the State of Texas' Section 1115 Medicaid Demonstration Waiver ("the Waiver"). Part of the **Hospital's** participation in the Waiver involves efforts to reform the delivery of healthcare to the region's low-income and needy patient population. To that end, the **Hospital** has proposed establishing an evidence based health promotion program to help asthma at-risk children (the "students") prevent and manage their diseases. The purpose of this MOU is to set forth the understanding of the parties whereby the **HCHSP** and the **Hospital** shall memorialize their collaboration under this Waiver project (the "Agreement").

III. RESPONSIBLITIES OF THE PARTIES

Under the Agreement, the **HCHSP** agrees to provide the following services and facilities:

- Provide a learning experience for students to accomplish the goals of education, prevention and management of asthma for at-risk students;
- Facilitate **Hospital's** implementation and execution of the Evidence Based Health Promotion Program for asthma education;
- Provide facilities and staff needed for Hospital's program implementation; and
- Provide overall demographic information regarding the student population to **Hospital** as part of the projects.

Under the Agreement, the **Hospital** agrees to provide the following services and facilities:

- Provide a learning experience for students to accomplish the goals of education, prevention and management of asthma for at-risk students;
- Provide facilities and staff to implement the projects; and
- Provide evaluation, education, and ongoing assessment of asthma for at-risk students participating in the programs.
- Obtain clearance of any **Hospital** staff providing services under the MOU from the **HCHSP's** Human Resources Department. Hospital staff will submit to a background check and finger-printing as part of the clearance process, which process may be amended by the **HCHSP** from time to time;
- Will not handle or maintain any student educational records.

- Asthma education **free of charge** to all **HCHSP** students and families through this Evidence Based Project; and

Neither the Hospital nor the **HCHSP** shall pay any compensation to the other for the services or facilities provided under this MOU.

All of the **HCHCP** sites will be serviced by **Rio Grande Regional Hospital.**

IV. MUTUAL CONSIDERATION

Both the Hospital and the **HCHSP** recognize an opportunity for mutual benefit when combining healthcare resources to deliver services within a community setting. This relationship, referred to as the Evidence Based Health Promotion Program and as defined in the approved proposal for the Waiver, is an implementation of an evidence based health promotion in Hidalgo County, Texas to target reducing asthma at-risk students through education, prevention and management for at-risk students. This arrangement is mutually beneficial in that it provides an educational experience for students as well as helps the **Hospital** achieve objects related to the Waiver. For both entities, this collaboration improves the likelihood of meeting their goals of improving community health and student wellness.

V. TERM OF MOU

The term of the MOU shall be for one (1) year, from **August 1, 2017** through **July 31, 2018**, and shall renew automatically thereafter for additional one-year terms under the same terms and conditions unless amended or terminated according to terms set forth therein. Either party may terminate this MOU, with or without cause, by providing thirty (30) days prior written notice to the other party.

VI. MISCELLANEOUS PROVISIONS

1. For the purposes of this MOU and all services to be provided under the Agreement, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representation, commitment, or take any action of any kind which shall be binding on the other party, except as may be expressly provided for herein or in writing.

2. No amendment or modification of this MOU shall be valid unless reduced to writing and signed by both parties.

3. Neither party shall voluntarily or by operation of law, assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this MOU without the prior written consent of this other party. Any attempted assignment or transfer by either party of its obligations without such consent shall be void.

4. All notices which are, or may be required to be given by a party to the other party in connection with this MOU, shall be in writing and shall be deemed to have been properly given if and when delivered personally or sent by certified mail, return receipt requested, addressed to the parties to be notified, or at such other place or places as a party may from time to time designate by written notice to the other party.

To the Hospital:

Rio Grande Regional Hospital
101 E. Ridge Road
McAllen, Texas 78503
Attn: Chief Executive Officer

To HCHSP:

Hidalgo County Head Start Program
P.O Box 0117
Edinburg, Texas 78540
Attn:Teresa Flores, Executive Director

5. This MOU shall be governed in all respects by the laws of the State of Texas. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or condition of this MOU.

6. The Agreement that results from this MOU will represent the entire and only agreement between the parties relating to the subject matter contained herein and supersedes any and all discussions, negotiations, and representations of any kind and represents the entire understanding of the parties hereinabove mentioned. In the event any provision of this MOU is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

7. Each party to this Agreement represents and warrants to the other party that it and its personnel and physicians providing services hereunder: (a) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in such party and its personnel and physicians being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty and either party shall notify the other party of any change in status of this representation and warranty. Any breach of this section shall give the non-breaching party the right to terminate this MOU.

8. The parties to this MOU represent they are duly established and created pursuant to applicable law with all requisite power and authority to enter into this Agreement in all respects including corporate authority. The parties represent they have met all Texas Open Meeting Act requirements.

[Signature page follows]

VII. ACCEPTANCE AND APPROVAL SIGNATURES

This MOU is hereby acknowledged and accepted by the following authorized representative of the **Hospital** and the **HCHSP**:

HOSPITAL:

COLUMBIA RIO GRANDE HEALTHCARE,
L.P. d/b/a, RIO GRANDE REGIONAL HOSPITAL

By: Rio Grande Regional Hospital, Inc.,
Its: General Partner

_____ _____
Cris Rivera, Chief Executive Officer Date

HCHSP:

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Date
Hidalgo County Judge

Teresa Flores, Executive Director Date
Hidalgo County Head Start Program

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:

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of _____, 2017 between _____ (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

   c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

   a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the

legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R.

Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact

that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards during Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards during Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

    a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

    b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: _____
Title: _____
Department and Division: _____
Address: _____

_____
_____

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Print Name

By: _____
Teresa Flores, Executive Director

_____
Signature

_____
Title Name

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

South Texas College

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **South Texas College (STC),** an institution of the Commission on Colleges of the Southern Association of Colleges and Schools (SACS), hereinafter referred to as "STC", agree to provide General Educational Development (GED) testing services to eligible students participating in any alternative educational program for which the GED certificate is awarded as a secondary educational credential.

The terms and conditions set forth in the following document shall constitute the entire agreement between the **HCHSP and STC** may not be amended except by a written document signed by **HCHSP and STC.**

STC will:

- Provide testing services in the five subject areas of writing, mathematics, literature, social studies, and natural science.
- Provide a facility with appropriate environment for the administration of the GED examinations by qualified staff: South Texas College
  GED Testing Center
  3201 W. Pecan Blvd., K2-100
  McAllen, TX. 78501
- Maintain all testing records as permanent archives.
- Forward all test booklets to the University of Texas /Austin for official scoring.
- Provide, on a fee basis, individual student transcripts.
- Invoice **HCHSP** on a monthly basis for all fees applicable for each referral.
- Provide an official list of students (At least 7 days prior to the designated testing date) who will be taking the GED test(s) and the test sections for each student. Note: Only students who are on the official list will be permitted to test; walk-ins will not be tested.
- Ensure each student presents complete identification documentation to the testing center at the time of testing. Documentation should include: Texas photo I.D. (driver's license, or DPS I.D. card). Failure to comply will result in test denials.
- Require that the following terms and conditions be met for the administration of the GED examination for student referrals:
  1. The ultimate responsibility for the students' readiness to take the GED examination rests with the **HCHSP**.
  2. Limitations may apply on the number of referrals that may test at a given time so that ample space is available for all examinees.

Hidalgo County Head Start Program will:

- Refer current **Hidalgo County Head Start Program** parents who qualify to test.
- Be responsible for all testing fees of student referred by **HCHSP**.
- Adhere to the **STC** GED Testing Fee Schedule.

Fees: Unless otherwise notified, the following fees are in force:

$15.00 GED Certificate fee (non-refundable-payable to TEA)
$10.00 GED Scoring fee (non-refundable-payable to UT Austin Scoring Center)
$15.00 GED Processing fee (non-refundable, payable to STC)
$10.00 American Council on Education Testing Service fee
(one-time, non-refundable fee)
$13.00 per test; $10.00 per re-take test

A $10.00 re-processing fee will be assessed for absentee registrants.
Other fees as may be deemed appropriate and reasonable.

Collaboration Efforts between STC and HCHSP:

- Designated a liaison or primary contact between the **HCHSP** and the **STC** GED Testing Center.
- Frequent communication between the GED Chief Examiner and the **HCHSP** liaison to prevent or avert any potential problems or situations not conducive to test taking.
- Referrals will be expected to comport themselves in a courteous and respectful manner at all times during the testing periods; unruly or disruptive behavior will not be tolerated.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement shall be for the period commencing on September 1, 2017 and continuing through August 31, 2018.

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.

South Texas College:

_____ _____
Authorized Signature *Date*

Dr. Shirley Reed, President
Print Name and Title

_____ _____
Authorized Signature *Date*

Mary E. Torres-Herrera, GED Chief Examiner
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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Partners Resource Network, Inc. / TEAM PROJECT

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Partners Resource Network, Inc.** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Partners Resource Network, Inc.,** may not be amended except by a written document signed by **HCHSP and Partners Resource Network, Inc.**

Partners Resource Network, Inc. will:

- Provide training to Hidalgo County Head Start Staff on Special Education Process, Individual Education Plan (IEP), Transition Plan Positive Interventions, Bullying, and Attention Deficit Hyperactivity Disorder (ADHD).
- Provide families with access to free regular monthly trainings scheduled through-out the valley covering the topics mentioned above.
- Offer free bilingual services to the families of said agency on: (1) Preparing for an Admissions, Review and Dismissal (ARD) meeting, (2) Individualized Education Plan (IEP), (3) Behavior Intervention Plan (BIP) meetings, and (4) The importance of documentation.
- Provide information and referral to families of Hidalgo County Head Start Program.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Partners Resource Network, Inc. and HCHSP:

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **Partners Resource Network, Inc.** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Partners Resource Network, Inc.:

_____ Maria Cordero

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Texas A&M/AgriLife Extension

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Texas A&M (Texas A&M AgriLife Extension)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Texas A&M** may not be amended except by a written document signed by **HCHSP** and **Texas A&M.**

Texas A&M "Texas A&M AgriLife Extension" will:

- Provide Nutrition Education: Individual, Group Sessions, and Basic Food Preparation Classes.
- Provide the HCHSP Child Nutrition Department assistance in reviewing annual written procedures (Program Plan, Procedure Manual, Cycle Menus) by acting as an advisory board member as required by Head Start Program Performance Standards.
- Provide information and referrals to its clients regarding services of the **HCHSP**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the **Texas A&M (Texas A&M AgriLife Extension).**
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Texas A&M AgriLife Extension and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:
This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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 AgriLife Extension** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Texas A&M AgriLife Extension:

_____ Andrea Valdez, BS, MPH

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Texas Attorney General

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **Texas Attorney General** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Texas Attorney General** may not be amended except by a written document signed by **HCHSP** and **Texas Attorney General.**

Texas Attorney General agrees:

- To educate parents on the child support services the agency offers.
- To assist parents in obtaining financial support for their children.
- To inform parents of their rights and responsibilities when applying for services.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Texas Attorney General and HCHSP:

- In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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 Attorney General** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Texas Attorney General:

_____ Guadalupe Leal, Regional Outreach Coordinator

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

MEMORANDUM OF AGREEMENT
BETWEEN
TROPICAL TEXAS BEHAVIORAL HEALTH
AND
HIDALGO COUNTY HEAD START PROGRAM

THIS MEMORANDUM OF AGREEMENT (this Memorandum) is entered into by **Tropical Texas Behavioral Health (TTBH)**, a community mental health and intellectual and developmental disability center, and a governmental unit of the State of Texas under the provisions of Vernon's Texas Codes, Annotated, Health & Safety Code, §534.001, et. seq., and **Hidalgo County Head Start Program (HCHSP)** whose address is 1901 W. State Hwy 107, McAllen, Texas, for the purpose of establishing a continuity of care system for persons with mental illness.

In consideration of the mutual agreements contained within this Memorandum of Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, **TTBH** and **HCHSP** agree as follows:

I.
HCHSP Obligations

Services.

a. Identify and refer to **TTBH** students in need of screening and assessment for treatment services.

b. Provide **TTBH**, its employees or agents access to its campuses for the purpose of establishing a continuity of care system. Such person(s) shall be allowed campus access on an as needed basis and at times and days mutually agreed upon by TTBH and HCHSP.

c. Collaborate with the Center's outreach worker(s) for the purpose of making referrals to **TTBH** and for the purpose of providing continued care, assessments and treatment of those students identified as requiring services from **TTBH** for mental illness.

Confidentiality. **HCHSP** must maintain the confidentiality of information received during the performance of this Memorandum, including information which discloses confidential personal information or identifies any person served by **TTBH**, in accordance with applicable federal and state laws.

HCHSP agrees to follow, undertake, or institute appropriate procedures of safeguarding client information with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc.; any acknowledgment that a person is or has been a client of the facility, **TTBH**, or other designated Contractor; and protective health information (PHI) as such term is defined by the federal Health Insurance Portability and Accountability Act (HIPAA), as amended. **HCHSP** agrees to comply with HIPAA and all regulations promulgated thereunder, including, but not limited to, all provisions governing the use and disclosure of PHI.

Non-Discrimination. **HCHSP** will ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the policies of **TTBH**.

II.
TTBH Obligations

Services.

a. Provide staff, at times mutually agreed upon by **TTBH** and **HCHSP**, access to campuses for the purpose of conducting intake screenings and assessment of referrals by the **HCHSP**.

b. Provide mental health services, assessments and screenings to the identified student/family population at the designated location or through home visitation.

c. Collaborate with the **HCHSP** regarding provision of follow-up mental health services and assessments to eligible persons.

d. Provide service linkage to students for mental health services.

e. Provide services to **HCHSP** students and families who have been identified as being in need of these services in accordance with **TTBH** policy as capacity permits.

f. **HCHSP** acknowledges that as a service provider under agreement with **HCHSP** that **TTBH** has legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the **HCHSP**. **TTBH** agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99). Disclosure to third parties by **TTBH** shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

III.
Insurance

HCHSP agrees to maintain at its sole cost and expense policies of general and liability insurance coverage in order to insure **HCHSP** and **TTBH** against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. **HCHSP** will furnish copies of said insurance policies and a certificate of insurance to **TTBH** upon request.

TTBH agrees to maintain at its sole cost and expense policies of general and liability insurance coverage in order to insure **TTBH** and **HCHSP** against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. **TTBH** will furnish copies of said insurance policies and a certificate of insurance to **HCHSP** upon request.

Nothing in this agreement shall be construed or interpreted to mean that the parties are engaged in a partnership, joint enterprise, or other cooperative arrangement other than what is stated in this agreement. The parties agree that they are independent contractors and are not borrowing servants under this agreement. Nothing in this agreement shall be construed or interpreted to mean that this provision requiring insurance by the parties obligates the parties to list the other as a loss beneficiary on any of the above described policies.

IV.
Indemnification

HCHSP hereby agrees, to the extent permitted under the laws of the State of Texas, to indemnify and hold harmless **TTBH**, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of **HCHSP**, its board, employees, or agents, if any, whether occurring during the performance or execution of this agreement.

TTBH hereby agrees, to the extent permitted under the laws of the State of Texas, to indemnify and hold harmless **HCHSP**, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of **TTBH**, its board, employees, or agents, if any, whether occurring during the performance or execution of this agreement.

The Parties agree that nothing in this agreement shall be interpreted or construed as a waiver of any governmental, sovereign, official, qualified and/or statutory immunity that the **HCHSP** is entitled to pursuant to Federal and State law.

V.
Miscellaneous

Term. This Memorandum of Agreement will be effective on August 1, 2017 and expire July 31, 2018 unless otherwise terminated as provided herein.

Amendments. This Memorandum of Agreement may only be amended by written agreement between **HCHSP** and **TTBH**.

Termination. This Memorandum of Agreement may be terminated by either party upon ten (10) days written notice to the other party of its intent to terminate the Memorandum.

Assignment. No assignment of this Memorandum or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

Entire Agreement. This Memorandum of Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between **TTBH** and **HCHSP** on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Memorandum shall be valid unless in writing and executed by the parties hereto.

Notice. Except as expressly provided within this Memorandum, any notice required or permitted to be given under this Memorandum must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

HIDALGO COUNTY PROGRAM

Teresa Flores
Executive Director
P.O. Box 0117
Edinburg, Texas 78540

TTBH

W. Terry Crocker
Chief Executive Officer
P. O. Drawer 1108
Edinburg, TX 78540

or to such other individual and address as provided in writing to the other party by the means specified above. The notice shall be effective on the date of delivery.

Other Agreements. **TTBH** and **HCHSP** agree that this Memorandum of Agreement shall not constitute a modification, amendment, waiver or change of any of the terms of any prior agreements between these parties.

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: Tropical Texas Behavioral Health and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

The parties have executed this Memorandum of Agreement on the dates set forth below their signatures.

Tropical Texas Behavioral Health

_____
Authorized Signature Date

W. Terry Crocker, Chief Executive Officer
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:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

University of Texas Rio Grande Valley/Coordinated Program in Dietetics

2017-2018

The **Hidalgo County Head Start Program (HCHSP)** and **University of Texas Rio Grande Valley (UTRGV)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **University of Texas Rio Grande Valley** may not be amended except by a written document signed by **HCHSP and University of Texas Rio Grande Valley**.

University of Texas Rio Grande Valley will:

- Provide the **HCHSP** Child Nutrition Department assistance in reviewing annual written procedures (Program Plan, Procedure Manual, Cycle Menus) by appointing an advisory committee member as required by Head Start Program Performance Standards.
- Provide information and referrals to its clients regarding services of the **HCHSP**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Provide information and referrals to families regarding services of the **University of Texas Rio Grande Valley Coordinated Program in Dietetics.**
- Designate a **Hidalgo County Head Start** staff member to serve as a liaison to the **University of Texas Rio Grande Valley - Coordinated Program in Dietetics.**
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related

to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between University of Texas Rio Grande Valley and HCHSP:

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.

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: **University of Texas Rio Grande Valley and Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

University of Texas Rio Grande Valley:

Norma L. Beardwood, MBA, M.Ed., RDN, LD, LPC, CEDS
Clinical Assistant Professor and Program Director
Print Name and Title

_____
Authorized Signature Date

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:

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The University of Texas Rio Grande Valley
2017–2018

WHEREAS, the County of Hidalgo acting by and through the **Hidalgo County Head Start Program ("Head Start"),** a governmental entity, desires to provide a Head Start Program for children ages 3 and 4 years old at **The University of Texas Rio Grande Valley** campus, hereinafter referred to as **"University".**

WHEREAS, the **University** desires to provide facilities for **Head Start** to provide its services to qualified children of the service area,

NOW THEREFORE, The **University** and Head Start agree as follows:

1. **Classes**

Head Start agrees to provide all personnel, supplies and equipment, during regular **Head Start** hours, in order to provide child development services for qualified children of the service area (the "Services"). **Head Start** will operate between the hours of 7:45 a.m. and 5:15 p.m. as needed in facilities provided and designated by the **University at College of Education Model Lab Center**. The **University** will designate two (2) classrooms located in the College of Education, a kitchen area for food preparation, and office space (the "Facility"); a minimum of three (3) reserved parking spaces for parents and a playground area to be used by the **Head Start Program** for a program defined above will also be provided.

2. **Term**

The term of this Memorandum of Understanding is for one (1) year commencing August 1, 2017 and terminating July 31, 2018.

3. **Facilities**

The **University** hereby agrees to provide two (2) classrooms located in the College of Education ("COE"), a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a playground area on a year round basis for **Head Start** to conduct its Early Childhood Development Program. **Head Start** agrees to pay for utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required to provide services. Utility cost will be prorated by the parties based on the square footage occupied by **Head Start**. **Head Start** will also pay for all expenses associated with the janitorial maintenance of the Facility and seven (7) parking passes for the **Head Start** staff. **Head Start** shall

coordinate all programs and schedules with the assigned Liaison of the **University**. **Head Start** assumes responsibility and liability arising from, associated with or in any way connected to the storage of all property of **Head Start** on the premises of the **University**. In connection therewith and not in any way limiting the foregoing, **Head Start** expressly assumes all liability and responsibility for theft or damages to property of **Head Start** located on the premises of the **University**.

4. Insurance

At all times during the term of this Memorandum of Understanding, **Head Start** 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. **Head Start** agrees to carry insurance in the amounts shown below. **Head Start** will furnish the **University** with certificates of insurance covering all required policies.

- **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
Medical Expenses (any one person)	$ 10,000
Personal & Advertising Injury	$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;

Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name **University** as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of **University**. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to **University.**

5. Indemnification

TO THE EXTENT ALLOWED BY LAW, **HEAD START** WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY **UNIVERSITY**, AND HOLD HARMLESS **UNIVERSITY** AND THE **UNIVERSITY OF TEXAS SYSTEM**, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, 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 **HEAD START'S** 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 **HEAD START**, ANYONE DIRECTLY EMPLOYED BY **HEAD START** OR ANYONE FOR WHOSE ACTS **HEAD START** 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.

TO THE EXTENT ALLOWED BY LAW, **UNIVERSITY** WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY **HEAD START**, AND HOLD HARMLESS **HEAD START** AND THE COUNTY, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, 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 **UNIVERSITY'S** 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 UNIVERSITY, ANYONE DIRECTLY EMPLOYED BY THE **UNIVERSITY** OR ANYONE FOR WHOSE ACTS THE **UNIVERSITY** 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.

6. Other

The **University** agrees to collaborate with **Head Start** through community service projects such as: Week of the Young Child, dia del libro, adopt a child, holiday events, etc. The COE agrees to identify courses that will participate in **Head Start** Model Lab Center to include: Early childhood Education, Bilingual Education and Special Education. **Head Start** agrees to allow the **University** to use the **Head Start** classrooms as a site for research involving young children by designated faculty with appropriate IRB forms. **Head Start** agrees to allow the **University** to use the **Head Start** classrooms to provide field experiences to students at the COE studying child development and the teaching and learning process (observations, activities, lessons, etc.). **Head Start** agrees to allow **University**

faculty to model appropriate lessons based on young children's developmental needs and interests in areas such as early language and literacy skills, dual language development, math concepts, exploring science and nature, social and emotional skills, utilizing a philosophy of active learning through play that will contribute to their success in later schooling. **Head Start** will request permission from **Head Start** parents whose children are participating in the COE **Head Start** Model Lab Center to be part of the naturalistic observation which takes place daily. The observation will be done through the one-way view windows in classrooms 1.404 and 1.406.

7. Termination

The **University** and **Head Start** shall have the right to cancel this Memorandum of Understanding for any reason upon thirty (30) day notice. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination as follows:

If to **University**:
The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Attention: Martin Baylor
Vice-President for Business Affairs

with copy to:
The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Attention: Norma Dryer
Director of Materials Management

If to **Head Start**:
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540
Attention: Teresa Flores
Executive Director

8. Standards of Performance; Applicable Laws

Notwithstanding anything to the contrary contained in this Memorandum of Understanding, **Head Start** agrees and acknowledges that **University** is entering into this Memorandum of Understanding in reliance on **Head Start's** special and unique knowledge and abilities with respect to the operation and management of the Services. **Head Start** accepts the relationship of trust and confidence established between it and **University** by this Memorandum of Understanding. **Head Start** will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of **University** in accordance with **University's** requirements and procedures, in accordance with the highest standards of **Head Start's** profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders.

9. Limited Access; Facility License

Head Start, its employees, representatives, agents, and subcontractors, will have the right to use and access only the Facility to perform the Services and will have no right to use or access any other **University** facilities. **University** will permit **Head Start** to use the Facility in accordance with the license contained in this Section. **University** licenses the Facility in its current, "as is" condition to **Head Start** for use by **Head Start** and its employees, representatives, agents, and subcontractors in the performance of the Services and for no other purpose. This is a non-exclusive license to use the Facility. **University** may enter the Facility at any time for any reason. No unlawful activities will be permitted in the use of the Facility. **Head Start** will comply with all Applicable Laws in connection with the use of the Facility. **Head Start** will cause all of its employees, representatives, agents, and subcontractors to observe and comply with all Applicable Laws.

Head Start will not modify, alter or repair the Facility or any other **University** facilities without the prior written approval of **University** and with project management of renovations by **University**.

Head Start will not harm the Facility or make any use of the Facility that is offensive as determined by **University**. Upon expiration or termination of this Memorandum of Understanding for any reason, **Head Start** will remove **Head Start** Owned Equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the Facility in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of **Head Start** not removed within two (2) days following the termination will be deemed abandoned by **Head Start** and **University** may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to **Head Start.**

Head Start will not suffer any mechanic's lien to be filed against the Facility or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the Facility for **Head Start**. Nothing in this Memorandum of Understanding will be

construed as the consent of **University** to subject **University's** estate in the Facility or adjoining facilities to any lien.

The Facility is sufficiently equipped for **Head Start** to provide the Services in accordance with the terms and conditions of this Memorandum of Understanding.

The University of Texas Rio Grande Valley:

_____ Martin Baylor, VP for Business Affairs

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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:

AI-60760 **Head Start** **18. D.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

1. Requesting Exemption from Competitive Bidding under the Texas Government Code 262.024 for Professional Services to Provide Medical/Dental, Mental Health, Speech Interpreting Services

2. Presentation of Responses Received for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process Negotiating Contracts

Medical/Dental RFQ#2017-002-04-28	
Nuestra Clinica del Valle, Inc. (Medical/Dental)	
Dr. Bose, Industrial and Family Medicine, PLLC dba Industrial Health Works	
Ashley Pediatric Day & Night Clinic	
Mental Health RFQ#2017-003-04-28	
Amando O. Gonzalez	Therapy Express Children's Rehabilitation Center, LLC
Speech Interpreting Services RFQ#2017-004-04-28	
Amy Jane Hermansen dba Sign Language Services	Sign Language Interpreters, LLC

3. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel for all the Professional Service Providers as Requested through the Hidalgo County Head Start Program's RFQs for said Services and as Detailed Above Attached Hereto

BACKGROUND

Policy Council Approval: 06.21.17

Fiscal Impact

Attachments

Exemption, Responses, Negotiate Contracts

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 08:46 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Linda Galaviz Started On: 07/18/2017 05:40 PM

Final Approval Date: 07/21/2017

1. EXEMPTION FROM COMPETITIVE BIDDING
2. RESPONSES RECEIVED
3. NEGOTIATE CONTRACTS

Hidalgo County Head Start Program
Policy Council Agenda

DATE: June 21, 2017

SUBJECT:

1. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262.024 for Professional Services to Provide Medical & Dental, Mental Health Services, and Speech Interpreting Services

2. Presentation of Responses Received for the purpose of Commissioner's Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process-Negotiating Contracts:

A. Medical & Dental RFQ # 2017-002-04-28

1. Nuestra Clinica Del Valle, Inc. (Medical/Dental)
2. Dr. Bose, Industrial and Family Medicine, PLLC/dba, Industrial Health Works
3. Ashley Pediatric Day & Night Clinic

B. Mental Health RFQ #2017-003-04-28

1. Amando O. Gonzalez
2. Therapy Express Children's Rehabilitation Center, LLC.

C. Speech Interpreting Services RFQ #2017-004-04-28

1. Amy Jane Hermansen, dba Sign Language Services
2. Sign Language Interpreters, LLC

3. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Service Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed Above Attached Hereto.

RATIONALE/NEED: Administration needs to obtain services for all Head Start children for the new school year.

RECOMMENDATION: Administration recommends approval

COST: Head Start funds are available.

RELATED INFORMATION INCLUDED: Memo/Grading-Scoring/Contract

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

MEDICAL HEALTH PROVIDERS

RFQ № 2017-003-04-28

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Nuestra Clinica Del Valle is licensed and able to provide comprehensive health services.

2. Experience of Project Manager	25	25

Comments/Rationale For Points: Nuestra Clinica Del Valle is established and a community resource.

3. Experience/Availability of Project Manager	20	20

Comments/Rationale For Points: Nuestra Clinica Del Valle always collaborates with us.

4. Understanding of Project	25	25

Comments/Rationale For Points: Nuestra Clinica Del Valle understands what services our children need.

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale For Points: Nuestra Clinica Del Valle is familiar with our rules and regulations.

Provider: Nuestra Clinica Del Valle - Medical

Evaluator(s): Elvia Ybanez RN, BSN Date: 05/24/2017

CONTRACT FOR SERVICES
MEDICAL AND DENTAL
C-17-002-08-01-A

STATE OF TEXAS **&**
&
COUNTY OF HIDALGO **&**

THIS CONTRACT (The "**Contract**") is made effective the 1st day of **August, 2017** by and between Hidalgo County, Texas acting by and through the **HIDALGO COUNTY HEAD START PROGRAM**, (hereinafter the "**Program**") a federally funded program under the auspices of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas and **Nuestra Clinica Del Valle, Inc.** (hereinafter "**Provider**") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, **Program** requires certain services which **Provider** is licensed to provide, a description of such service is attached hereto as Exhibit "A" and incorporated herein for all purposes (the "**Services**");

WHEREAS, the **Provider** has agreed to provide the **Services** enumerated in this **Contract** for the **Program;**

WHEREAS, the **Program** is the recipient of certain federal funds to be utilized for the provision of **Services** to the participants of the **Program;**

WHEREAS, **Program** participants' (clients) are examined and treated by the **Provider**;

WHEREAS, the **Provider** will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the **Provider** and the **Program** mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following **Provider** and **Program** agrees as follows:

A. 1. The term of this **Contract** shall commence on **August 1, 2017** and shall terminate on the **31st** day of **July, 2018** unless extended or earlier terminated as provided herein. This **Contract** may be extended for an additional one year on the same terms and condition if Program elects to do so by providing written notice to **Provider** as provided elsewhere herein.

2. **Provider** represents that **Provider** is licensed by the State of Texas, if required by law to perform the **Services**, is and qualified to perform and execute the **Services** described on Exhibit A attached hereto and incorporated herein at this point for all purpose. If such license is suspended or revoked, this **Contract** shall automatically be terminated. **Provider** shall immediately notify the **Program** of such suspension or revocation.

3. The **Provider** shall prepare, maintain and submit all records which are designated, required or prescribed by the **Program**, federal grantor agency, or County of Hidalgo. In addition, the **Provider** shall permit the **Program**, the Department of Health and Human **Services** and the County of Hidalgo to audit and inspect records and reports, review

services and /or evaluate the performance of the **Services** provided hereunder at any reasonable time. The **Provider** shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the **Program.**

4. In consideration for the above and foregoing, the **Provider** shall submit a monthly billing statement to the **Program** at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Carrera, CFO
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of **Services** rendered to the **Program** during the statement period. Upon receipt of said statement, the **Program** will process the requisition for payment in the usual customary manner utilized by the **Program.** The **Provider** shall be compensated based on the **Program's** fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The **Provider** must comply with all applicable **Program** and Hidalgo County policies. Notwithstanding the foregoing sentence, the **Provider** represents and maintains that **Provider** is an independent contractor and is not an employee of the **Program** or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that **Provider** does not desire or request any fringe benefits provided to employees of the **Program** or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The **Provider** agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this **Contract.**

6. The **Program** and the **Provider** agree that **Program** may terminate this **Contract** at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: Lucy Ramirez-Torres
Nuestra Clinica del Valle, Inc.
P.O. BOX 1689
Pharr, TX 78577

7. **Provider** agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the **Program** in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. **Provider** shall furnish the **Program** a certificate issued by their insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the **Provider** may not assign the obligation or rights under this **Contract** to any person without the prior written consent of the **Program.**

B. The **Provider's** employees, if any, who perform services for the **Program** under this **Contract** shall be bound by the provisions of the terms of this **Contract.** At the request of the **Program,** the **Provider** shall provide adequate evidence that such persons are the **Provider's** employees.

C. The **Provider** will indemnify and hold harmless and defend the **Program** and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this **Contract**, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this **Contract** was the **Provider's** or that of any person providing services hereunder through or for **Provider.** Upon written notice from Hidalgo County and the **Program**, **Provider** will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or **Program**, any such claim(s) or action(s).

D. **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.**

E. In case any one or more of the provisions contained in this **Contract** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. **Contract Extension**. Hidalgo County Head Start Program reserves the right to extend this **Contract** for one year from the date of termination of the **Contract** period on the same rate and terms as negotiated by the parties. If the **Program** elects to extend

this **Contract**, **Program** shall provide ninety (90) days written notice of intention to extend this **Contract** to **Provider** prior to the expiration of this **Contract**.

G. **No amendment**, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. **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 the **Program** under this **Contract**, the **Program** may terminate this **Contract** upon ninety (90) days written notice to **Provider**. **Program** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this **Contract** at the expiration of each budget period of **Program** pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. **Provider** will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the **Services** under this **Contract** or in the selection of associates, employees, or independent providers.

J. **Provider** will perform its **Services** at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the **Program**, and all currently accepted and approved methods and practices of the professional specialty relating to the **Services**.

K. **Provider** must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in

HIPPA Compliance. **Provider** shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **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 representation or **Contract** in connection with this **Contract** not specifically set forth herein. This **Contract** may be modified or amended only by **Contract** in writing executed by **Program** and **Provider** and not otherwise.

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

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
Nuestra Clinica del Valle, Inc.

HIDALGO COUNTY HEAD START PROGRAM

BY:_____
Ramon Garcia, County Judge

BY:_____
Teresa Flores, Executive Director

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

Approved by Policy Council:
Approved by Commissioner's Court:

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2017 between Nuestra Clinica del Valle, Inc. (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future

physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes

administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as

provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate

this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

    a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

    b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be

interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: Nuestra Clinica del Valle, Inc.
Title: _____
Department and Division: _____
Address: _____.

Provider/Associate

_____

By: _____
Print Name

_____
Signature

_____
Title

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Teresa Flores, Executive Director

Exhibit A

Description of Services – Medical Service

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The Provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT**" will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of "**HEAD START: PHYSICAL EXAM AND ASSESSMENT**" signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
9. The Provider's statement, which lists the child's name / center and the total cost of the exam provided, is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the Provider's name after every examination day.
11. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT**" form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

Exhibit B
Fee Schedule

NUESTRA CLINICA DEL VALLE, INC
2016-2017

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

1 The Provider shall be paid only for full and satisfactory completion of the following services:

	Description Of Service	FEE
1	Complete THS (Head To Toe Assessment)	
	to include the following:	
a.	Medical History	No Charge
b.	Physical Examination	$25.00
c.	Measurements (Height/Weight/BMI/Blood	$10.00 each
	Pressure)	
d.	Sensory Screening (Vision & Hearing)	No Charge
e.	Tuberculin Screening-new patient	$18.00
f.	Tuberculin Screening-establish patient	$13.00
g.	Laboratory (Lead, Hgb or Hct)	$10.00/Hct & Hgb
		$20.00 Lead
h.	Immunizations	$5.00
i	Anticipatory Guidance	No Charge

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:
2017-189085

Date Filed:
04/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Nuestra Clinica del Valle, Inc.
Pharr, 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 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.
C-17-002-08-01-A
Medical

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramirez Torres, Lucy	Pharr, 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
ESMERALDA DE LA CRUZ
Notary Public
State of Texas
My Comm. Exp. 05-29-2017

Lucy Ramirez Torres
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lucy Ramirez Torres, this the 11 day of APRIL, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Esmeralda de la Cruz	Notary Public
	Printed name of officer administering oath	Title of officer administering oath

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2016

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 Phone: (512) 329-5959 Fax: (512) 329-9189
COMMUNITY HEALTH INSURANCE AGENCY, INC.
5900 SOUTHWEST PARKWAY, BUILDING 3
AUSTIN TX 78735
Agency Lic#: 19661

CONTACT NAME: Sandra K Thompson
PHONE (A/C, No, Ext): (512) 329-5959 FAX (A/C, No): (512) 329-9189
E-MAIL ADDRESS: sthompson@tachc.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ProAssurance Indemnity Co.	33391
INSURER B :	
INSURER C :	
INSURER D:	
INSURER E :	
INSURER F :	

INSURED
NUESTRA CLINICA DEL VALLE
P.O. BOX 1689
PHARR TX 78577

COVERAGES CERTIFICATE NUMBER: 955 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Medical Professional Gap Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			MP81837	06/30/16	06/30/17	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED. EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Annual Aggregate _	$ 500,000 $ $ $ $ $ $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Head Start Program
1901 W. State Hwy. 107
McAllen TX 78504

Attention: Ambrosio Tovar, Procurement Director

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

Sandra K Thompson

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2017

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: Martha Guerrero	
Higginbotham Insurance Agency, Inc. 1400 N. McColl Rd. #105 McAllen TX 78501	PHONE (A/C, No, Ext): 956-668-3509	FAX (A/C, No): 956-687-1286
	E-MAIL ADDRESS: mguerrero@higginbotham.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Texas Mutual Insurance Company	22945
INSURED NUEST Nuestra Clinica Del Valle Inc. P.O. Box 1689 Pharr TX 78577	INSURER B : The Travelers Lloyds Insurance Co	41262
	INSURER C : Security National Insurance Co	33120
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 101400192 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	X COMMERCIAL GENERAL LIABILITY			6808C7662001642	12/21/2016	12/21/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY			SPP111196901	10/26/2016	10/26/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0001093256	12/2/2016	12/2/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

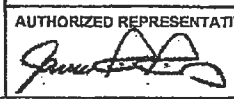
CERTIFICATE HOLDER

Hidalgo County Headstart Program
1901 W. State Highway 107
McAllen TX 78504-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Hidalgo County Head Start Program

MEDICAL HEALTH PROVIDERS

RFQ № 2017-003-04-28

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	20
Comments/Rationale for Points: Dr. Bose offers comprehensive health services.		
2. Experience of Project Manager	25	25
Comments/Rationale For Points: Dr Bose is our medical advisor and has been involved with Head Start for several years.		
3. Experience/Availability of Project Manager	20	20
Comments/Rationale For Points: Dr. Bose & associates staff make themselves available for consultation.		
4. Understanding of Project	25	25
Comments/Rationale For Points: Dr. Bose understands our program and requirements.		
5. Familiarity with Applicable Rules and Regulations	10	10
Comments/Rationale For Points: Dr Bose is familiar with requirements.		

Provider: Ashley Pediatric Day & Night Clinic

Evaluator(s): Luis Ybanez LSW, BSW Date: 05/24/2017

CONTRACT FOR SERVICES
MEDICAL AND DENTAL
C-17-002-08-01-C

STATE OF TEXAS **&**
&
COUNTY OF HIDALGO **&**

THIS CONTRACT (The "**Contract**") is made effective the 1st day of **August, 2017** by and between Hidalgo County, Texas acting by and through the **HIDALGO COUNTY HEAD START PROGRAM**, (hereinafter the "**Program**") a federally funded program under the auspices of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas and **Ashley Pediatrics Day and Night Clinic** (hereinafter "**Provider**") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, **Program** requires certain services which **Provider** is licensed to provide, a description of such service is attached hereto as Exhibit "A" and incorporated herein for all purposes (the "**Services**");

WHEREAS, the **Provider** has agreed to provide the **Services** enumerated in this **Contract** for the **Program**;

WHEREAS, the **Program** is the recipient of certain federal funds to be utilized for the provision of **Services** to the participants of the **Program**;

WHEREAS, **Program** participants' (clients) are examined and treated by the **Provider**;

WHEREAS, the **Provider** will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the **Provider** and the **Program** mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following **Provider** and **Program** agrees as follows:

A. 1. The term of this **Contract** shall commence on **August 1, 2017** and shall terminate on the **31st** day of **July, 2018** unless extended or earlier terminated as provided herein. This **Contract** may be extended for an additional one year on the same terms and condition if Program elects to do so by providing written notice to **Provider** as provided elsewhere herein.

2. **Provider** represents that **Provider** is licensed by the State of Texas, if required by law to perform the **Services**, is and qualified to perform and execute the **Services** described on Exhibit A attached hereto and incorporated herein at this point for all purpose. If such license is suspended or revoked, this **Contract** shall automatically be terminated. **Provider** shall immediately notify the **Program** of such suspension or revocation.

3. The **Provider** shall prepare, maintain and submit all records which are designated, required or prescribed by the **Program**, federal grantor agency, or County of Hidalgo. In addition, the **Provider** shall permit the **Program**, the Department of Health and Human **Services** and the County of Hidalgo to audit and inspect records and reports, review

services and /or evaluate the performance of the **Services** provided hereunder at any reasonable time. The **Provider** shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the **Program**.

4. In consideration for the above and foregoing, the **Provider** shall submit a monthly billing statement to the **Program** at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Carrera, CFO
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of **Services** rendered to the **Program** during the statement period. Upon receipt of said statement, the **Program** will process the requisition for payment in the usual customary manner utilized by the **Program**. The **Provider** shall be compensated based on the **Program's** fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The **Provider** must comply with all applicable **Program** and Hidalgo County policies. Notwithstanding the foregoing sentence, the **Provider** represents and maintains that **Provider** is an independent contractor and is not an employee of the **Program** or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that **Provider** does not desire or request any fringe benefits provided to employees of the **Program** or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The **Provider** agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this **Contract**.

6. The **Program** and the **Provider** agree that **Program** may terminate this **Contract** at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: Ashley Pediatrics Day and Night Clinic
801 E. Nolana Ste. 13-A
McAllen, TX 78504

7. **Provider** agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the **Program** in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. **Provider** shall furnish the **Program** a certificate issued by their insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the **Provider** may not assign the obligation or rights under this **Contract** to any person without the prior written consent of the **Program**.

B. The **Provider's** employees, if any, who perform services for the **Program** under this **Contract** shall be bound by the provisions of the terms of this **Contract**. At the request of the **Program**, the **Provider** shall provide adequate evidence that such persons are the **Provider's** employees.

C. The **Provider** will indemnify and hold harmless and defend the **Program** and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this **Contract**, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this **Contract** was the **Provider's** or that of any person providing services hereunder through or for **Provider**. Upon written notice from Hidalgo County and the **Program**, **Provider** will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or **Program**, any such claim(s) or action(s).

D. **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.**

E. In case any one or more of the provisions contained in this **Contract** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. **Contract Extension**. Hidalgo County Head Start Program reserves the right to extend this **Contract** for one year from the date of termination of the **Contract** period on the same rate and terms as negotiated by the parties. If the **Program** elects to extend

this **Contract**, **Program** shall provide ninety (90) days written notice of intention to extend this **Contract** to **Provider** prior to the expiration of this **Contract**.

G. **No amendment**, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. **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 the **Program** under this **Contract**, the **Program** may terminate this **Contract** upon ninety (90) days written notice to **Provider**. **Program** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this **Contract** at the expiration of each budget period of **Program** pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. **Provider** will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the **Services** under this **Contract** or in the selection of associates, employees, or independent providers.

J. **Provider** will perform its **Services** at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the **Program**, and all currently accepted and approved methods and practices of the professional specialty relating to the **Services**.

K. **Provider** must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in

HIPPA Compliance. **Provider** shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **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 representation or **Contract** in connection with this **Contract** not specifically set forth herein. This **Contract** may be modified or amended only by **Contract** in writing executed by **Program** and **Provider** and not otherwise.

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

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

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

Approved by Policy Council:
Approved by Commissioner's Court:

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2017 between Ashley Pediatrics Day and Night Clinic (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a

comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about

them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract

and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance,

and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any

provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: _____
Title: _____
Department and Division: _____
Address: _____.

Provider/Associate

_____

By: _____
Print Name

_____
Signature

_____
Title

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Teresa Flores, Executive Director

Exhibit A

Description of Services – Medical Service

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The Provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of **"HEAD START: PHYSICAL EXAM AND ASSESSMENT"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
9. The Provider's statement, which lists the child's name / center and the total cost of the exam provided, is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the Provider's name after every examination day.
11. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

Exhibit B

Fee Schedule-Medical Services

Ashley Pediatrics Day & Night Clinic

2017-2018

Fee Schedule for Services: *Fees should not exceed Medicaid Allowable reimbursements.*

1 The Provider shall be paid only for full and satisfactory completion of the following services:

	Description Of Service	FEE
1.	complete THS (Head To Toe Assessment)	$
	to include the following:	
a	Medical History	$ Inclusive with physical exam fee
b	Physical Examination	$ $35.00
c.	Measurements (Heights/Weights/BMI/Blood Pressure)	$ Inclusive with physical exam fee
d.	Sensory Screening (Visions & Hearing)	$ Inclusive with physical exam fee
e	Tuberculin Screening	$ $15.00
f	Tuberculin Screening-establish patient	$ $15.00
g	Laboratory (Lead, Hgb or Hct)	$ Inclusive with physical exam fee
h	Immunizations	$ $5.00 vaccine admin
i.	Anticipatory Guidance	$ Inclusive with physical exam fee

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:
2017-187161

Date Filed:
04/04/2017

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Ashley Pediatrics Day & Night Clinic
Mcallen, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
HIDALGO CO. HEADSTART 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.**
C-17-002-08-01-C
MEDICAL CLINIC

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
ASHLEY PEDIATRICS DAY & NIGHT CLINIC	MCALLEN, 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.

FEBE G ALCANTAR
My Commission Expires
January 7, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sarojini Bose, this the 7th day of April, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Febe G-Alcantar — Printed name of officer administering oath — Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2016

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 Jose M Davila Insurance Agency 3000 N McColl Rd Ste A1 McAllen TX 78501	CONTACT NAME: Jose Davila PHONE (A/C, No, Ext): 956-683-0500 FAX (A/C, No): 866-686-5391 E-MAIL ADDRESS: jdavila@farmersagent.com PRODUCER CUSTOMER ID #:
INSURED Dr. Bose Industrial & Family Medicine, PLLC DBA INdustrial Health Works 801 EE Nolana Ste 9 McAllen TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Truck Insurance Exchange INSURER B: Texas Mutual INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	N	604082557	05/24/2016	05/24/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 75,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			604082557	05/24/2016	05/24/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N: Y	N/A	N	0001288105	05/22/2016	05/22/2017	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

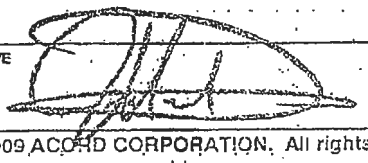
CERTIFICATE HOLDER

Hidalgo County Head Start Program
1901 W State Highway 107
McAllen TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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beazley

MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY, INFORMATION SECURITY AND PRIVACY LIABILITY INSURANCE INCLUDING BREACH RESPONSE SERVICES

DECLARATIONS

INSURING AGREEMENTS I.A., I.B., I.D., AND I.E OF THIS POLICY PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO THOSE CLAIMS WHICH ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD (IF APPLICABLE). DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY. CERTAIN WORDS AND PHRASES WHICH APPEAR IN BOLD TYPE HAVE SPECIAL MEANING; PLEASE REFER TO CLAUSE VI., DEFINITIONS. PLEASE REVIEW THE COVERAGE AFFORDED UNDER THIS INSURANCE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

INSURING AGREEMENT I.C. OF THIS POLICY PROVIDES FIRST PARTY COVERAGE ON AN INCIDENT OR LOSS DISCOVERED AND REPORTED BASIS; COVERAGE UNDER THIS INSURING AGREEMENT APPLIES ONLY TO INCIDENTS OR LOSSES FIRST DISCOVERED BY THE INSURED AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD.

THESE DECLARATIONS ALONG WITH THE COMPLETED AND SIGNED APPLICATION AND THE POLICY WITH ENDORSEMENTS SHALL CONSTITUTE THE CONTRACT BETWEEN THE INSUREDS AND UNDERWRITERS.

Underwriters: Beazley Insurance Company, Inc.

Policy Number: V1DD5E170101

Jose M Davila Insurance
3000 N McCall Ste. A1
McAllen,Texas 78501

Item 1. Named Insured: Dr Bose Industrial & Family Medicine

Address:

801 East Nolana
Suite 6
McAllen, TX 78504

Item 2. **Policy Period:** From: 15-Feb-2017

To: 15-Feb-2018

Both dates at 12:01 a.m. Local Time at the Principal Address stated in Item 1.

Item 3. **Limit of Liability:**

A. **Professional Liability Tower**

1. Each **Claim** including **Claims Expenses** $1,000,000

But sublimited to:

i. Sexual/Physical Misconduct Each **Claim** including **Claims Expenses** $100,000

2. Professional Liability Term Aggregate Including **Claims Expenses** $3,000,000

But sublimited to:

i. Sexual/Physical Misconduct Aggregate Including **Claims Expenses** $300,000

B. **Information Security & Privacy Liability, Regulatory Defense and Penalties and PCI Fines, Expenses and Costs**

Limit of Liability, Insuring Agreements, I.B., I.D., and, I.E.,:

1. Aggregate including **Claims Expenses** $1,000,000

But sublimited to:

i. Aggregate sublimit of liability applicable to Insuring Agreement I.D. $1,000,000

ii. Aggregate sublimit of liability applicable to Insuring Agreement I.I. $100,000

C. **Beazley Breach Response Services Tower**

Limit of Liability for Insuring Agreement I.C.

1. **Notified Individuals** Limit of Coverage 25,000 **Notified Individuals** in the aggregate.

2. Aggregate Limit of Coverage for all **Computer Expert Services, Legal Services** and **Public Relations and Crisis Management Expenses** combined: $100,000

The Limits of Liability shall apply separately from each tower. Under no circumstances shall any one **Claim** trigger multiple towers.

Item 4. **Deductible:**

A. Insuring Agreements I.A., I.B., I.D., and I.E

Each **Claim** (including each Claim in the form of a **Regulatory Proceeding**) including **Claims Expenses**	$2,500

B. Insuring Agreement I.C., Threshold and Deductible

	Each incident, event or related incidents or events giving rise to an obligation to provide **Privacy Breach Response Services**:	
i.	**Notification Services, Call Center Services** and **Breach Solution and Mitigation Services** for each incident involving at least:	100 **Notified Individuals**
ii.	Deductible applicable to **Computer Expert Services, Legal Services** and **Public Relations and Crisis Management Expenses:**	$2,500 combined, but one-half (1/2) of the amount shown herein for **Legal Services** (which deductible is part of and not in addition to the combined deductible)

Item 5. **Premium:**
The premium paid in respect of the entire Policy Period of Insurance

$6,916

Plus taxes as applicable, which shall be payable in full at inception of this Insurance as designated in Item 2. of the Declarations.

Item 6. **Extended Reporting Period**

a. Premium for **Extended Reporting Period:**	100% of the annualized premium for this Policy
b. Length of **Extended Reporting Period:**	12 Months

Item 7. **Retroactive Date** 15-Feb-2017

Item 8. **Notification Under This Policy**

- Recipient of Notice of Insured's Cancellation:
  Beazley Insurance Company, Inc.
  30 Batterson Park Road
  Farmington, CT 06032
  Tel: (860) 677-3700
  Fax: (860) 679-0247

- Recipient of Notice of Insured's intention to purchase Extended Reporting Period Coverage and premium for Extended Reporting Period Coverage:
  Beazley Insurance Company, Inc.
  30 Batterson Park Road
  Farmington, CT 06032
  Tel: (860) 677-3700
  Fax: (860) 679-0247

Item 9. **Notice of Claim, Circumstances and/or Privacy Breaches in accordance with Clause XI.**

- Recipient of Notice under Insuring Agreements I.A,

  Beazley Healthcare Claims
  1270 Avenue of the Americas
  Suite 1200
  New York, NY 10020
  Tel: +1 (646) 943 5900
  Fax: +1 (646) 378 4039
  Email: healthcareclaims@beazley.com

- Recipient of Notice under Insuring Agreements I.B, I.D, and I.E

  Beazley Group
  TMB Claims Group
  1270 Avenue of the Americas, 12th Floor
  New York, NY 10020
  Email: bbr.claims@beazley.com

- Recipient of Privacy Breaches under Insuring Agreements I.C
  Toll-Free 24-Hour Hotline: (866) 567-8570
  Email: bbr.claims@beazley.com
  (Emails and calls reports from the toll-free hotline are forwarded to the Breach Response Services team for response)

Item 10. **Additional Insureds/Scheduled Physicians:**

N/A

Item 11. **Scheduled Professional Services:**

Outpatient medical clinic services

Item 12. **Terrorism Coverage**

Coverage Purchased: ☐ Yes ☒ No

If "Yes: Terrorism Coverage Premium: Not Purchased

INSURED: Dr Bose Industrial & Family Medicine

Item 13. **Endorsements Effective at Inception:**

1.	A01110TX 022014 ed.	Important Notice
2.	A0004 112007 ed.	Notification Of The Availability of Loss Control Information/Services- Texas
3.	BICMU05090406	Nuclear Exclusion
4.	E07745TX-C 082015 ed.	Reliance on Another Insurance Company's Application - Texas
5.	E08480-C 062016 ed.	Retroactive Date and Deductible Clarification
6.	E02804 032011 ed.	Sanction Limitation and Exclusion Clause
7.	A01438TX-C 082015 ed.	Texas Amendatory Endorsement
8.	BICMU05070406	War and Civil War Exclusion
9.	E07175-C 082015 ed.	Additional Scheduled Locations/Facilities Coverage
10.	E07176-C 082015 ed.	Additional Services Exclusion
11.	E07207-C 082015 ed.	Limits of Liability Drop Down Endorsement
12.	E08434-C 062016 ed.	Warranty of General Liability Coverage

The Underwriters have caused this **Policy** to be signed and attested to by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.

Authorized Representative

22-Feb-2017
Date

Secretary

President

Hidalgo County Head Start Program

MEDICAL HEALTH PROVIDERS

RFQ № 2017-003-04-28

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	20
Comments/Rationale for Points: Dr. Bose Industrial and Family Medicine Clinic offers comprehensive health services		
2. Experience of Project Manager	25	25
Comments/Rationale For Points: Dr. Bose is licensed and experienced.		
3. Experience/Availability of Project Manager	20	20
Comments/Rationale For Points: Dr. Bose makes herself readily available at all times.		
4. Understanding of Project	25	25
Comments/Rationale For Points: Dr. Bose is very involved with our program.		
5. Familiarity with Applicable Rules and Regulations	10	10
Comments/Rationale For Points: Dr. Bose is familiar with rules and regulations.		

Provider: Dr. Bose Industrial & Family Medicine Clinic, PLLC.

Evaluator(s): Elvia Ibanez RN, BSN Date: 05/24/2017

CONTRACT FOR SERVICES
MEDICAL AND DENTAL
C-17-002-08-01-D

STATE OF TEXAS **&**
&
COUNTY OF HIDALGO **&**

THIS CONTRACT (The "**Contract**") is made effective the **1st** day of **August, 2017** by and between Hidalgo County, Texas acting by and through the **HIDALGO COUNTY HEAD START PROGRAM**, (hereinafter the "**Program**") a federally funded program under the auspices of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas and **Dr. Bose Industrial & Family Medicine dba Industrial Health Works** (hereinafter "**Provider**") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which **Provider** is licensed to provide, a description of such service is attached hereto as Exhibit "A" and incorporated herein for all purposes (the "**Services**");

WHEREAS, the **Provider** has agreed to provide the **Services** enumerated in this **Contract** for the **Program**;

WHEREAS, the **Program** is the recipient of certain federal funds to be utilized for the provision of **Services** to the participants of the **Program**;

WHEREAS, Program participants' (clients) are examined and treated by the **Provider**;

WHEREAS, the **Provider** will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the **Provider** and the **Program** mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following **Provider** and **Program** agrees as follows:

A. 1. The term of this **Contract** shall commence on **August 1, 2017** and shall terminate on the **31st** day of **July, 2018** unless extended or earlier terminated as provided herein. This **Contract** may be extended for an additional one year on the same terms and condition if Program elects to do so by providing written notice to **Provider** as provided elsewhere herein.

2. **Provider** represents that **Provider** is licensed by the State of Texas, if required by law to perform the **Services**, is and qualified to perform and execute the **Services** described on Exhibit A attached hereto and incorporated herein at this point for all purpose. If such license is suspended or revoked, this **Contract** shall automatically be terminated. **Provider** shall immediately notify the **Program** of such suspension or revocation.

3. The **Provider** shall prepare, maintain and submit all records which are designated, required or prescribed by the **Program**, federal grantor agency, or County of Hidalgo. In

addition, the **Provider** shall permit the **Program**, the Department of Health and Human **Services** and the County of Hidalgo to audit and inspect records and reports, review services and /or evaluate the performance of the **Services** provided hereunder at any reasonable time. The **Provider** shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the **Program**.

4. In consideration for the above and foregoing, the **Provider** shall submit a monthly billing statement to the **Program** at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Carrera, CFO
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of **Services** rendered to the **Program** during the statement period. Upon receipt of said statement, the **Program** will process the requisition for payment in the usual customary manner utilized by the **Program.** The **Provider** shall be compensated based on the **Program's** fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The **Provider** must comply with all applicable **Program** and Hidalgo County policies. Notwithstanding the foregoing sentence, the **Provider** represents and maintains that **Provider** is an independent contractor and is not an employee of the **Program** or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that **Provider** does not desire or request any fringe benefits provided to employees of the **Program** or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The **Provider** agrees to

be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this **Contract**.

6. The **Program** and the **Provider** agree that **Program** may terminate this **Contract** at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: Dr. Bose Industrial & Family Medicine, PLLC
dba Industrial Health Works
801 E. Nolana Ste9
McAllen, TX 78504

7. **Provider** agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the **Program** in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. **Provider** shall furnish the **Program** a certificate issued by their insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the **Provider** may not assign the obligation or rights under this **Contract** to any person without the prior written consent of the **Program**.

B. The **Provider's** employees, if any, who perform services for the **Program** under this **Contract** shall be bound by the provisions of the terms of this **Contract**. At the request

of the **Program**, the **Provider** shall provide adequate evidence that such persons are the **Provider's** employees.

C. The **Provider** will indemnify and hold harmless and defend the **Program** and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this **Contract**, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this **Contract** was the **Provider's** or that of any person providing services hereunder through or for **Provider**. Upon written notice from Hidalgo County and the **Program**, **Provider** will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or **Program**, any such claim(s) or action(s).

D. **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.**

E. In case any one or more of the provisions contained in this **Contract** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. **Contract Extension.** Hidalgo County Head Start Program reserves the right to extend this **Contract** for one year from the date of termination of the **Contract** period on the same rate and terms as negotiated by the parties. If the **Program** elects to extend this **Contract**, **Program** shall provide ninety (90) days written notice of intention to extend this **Contract** to **Provider** prior to the expiration of this **Contract**.

G. **No amendment**, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. **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 the **Program** under this **Contract**, the **Program** may terminate this **Contract** upon ninety (90) days written notice to **Provider**. **Program** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this **Contract** at the expiration of each budget period of **Program** pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. **Provider** will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the **Services** under this **Contract** or in the selection of associates, employees, or independent providers.

J. **Provider** will perform its **Services** at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the **Program**, and all currently accepted and approved methods and practices of the professional specialty relating to the **Services**.

K. **Provider** must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance. **Provider** shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **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 representation or **Contract** in connection with this **Contract** not specifically set forth herein. This **Contract** may be modified or amended only by **Contract** in writing executed by **Program** and **Provider** and not otherwise.

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

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
Dr. Bose Industrial & Family Medicine, PPL

HIDALGO COUNTY HEAD START PROGRAM

BY:_____
Ramon Garcia, County Judge

BY:_____
Teresa Flores, Executive Director

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

Approved by Policy Council:
Approved by Commissioner's Court:

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2017 between Dr. Bose Industrial & Family Medicine, PLLC dba Industrial Health Works (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a

comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about

them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract

and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance,

and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

    a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

    b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any

provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: _____
Title: _____
Department and Division: _____
Address: _____.

Provider/Associate

_____

By: _____
Print Name

_____
Signature

_____
Title

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Teresa Flores, Executive Director

Exhibit A

Description of Services – Medical Service

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The Provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of **"HEAD START: PHYSICAL EXAM AND ASSESSMENT"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
9. The Provider's statement, which lists the child's name / center and the total cost of the exam provided, is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the Provider's name after every examination day.
11. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

Exhibit B

Fee Schedule-Medical Services

Dr. Bose Industrial & Family Medicine, PLLC.

2017-2018

Fee Schedule for Services: *Fees should not exceed Medicaid Allowable reimbursements.*

1 The Provider shall be paid only for full and satisfactory completion of the following services:

	Description Of Service	FEE
1.	complete THS (Head To Toe Assessment)	$
	to include the following:	
a	Medical History	$ Inclusive with physical exam fee
b	Physical Examination	$ $35.00
c.	Measurements (Heights/Weights/BMI/Blood Pressure)	$ Inclusive with physical exam fee
d.	Sensory Screening (Visions & Hearing)	$ Inclusive with physical exam fee
e	Tuberculin Screening	$ $15.00
f	Tuberculin Screening-establish patient	$ $15.00
g	Laboratory (Lead, Hgb or Hct)	$ Inclusive with physical exam fee
h	Immunizations	$ $5.00
i.	Anticipatory Guidance	$ Inclusive with physical exam fee

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:
2017-184722
Date Filed:
03/29/2017
Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
DR BOSE INDUSTRIAL & FAMILY MEDICINE
MCALLEN, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
HIDALGO CO. HEADSTART 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.**
2017-002-04-28
MEDICAL CLINIC

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
DR BOSE INDUSTRIAL & FAMILY MEDICINE	MCALLEN, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
FEBE G ALCANTAR
My Commission Expires
January 7, 2018

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Sarojini Bose
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sarojini Bose, this the 7th day of April, 20 17, to certify which, witness my hand and seal of office.

Febe G Alcantar — Febe G. Alcantar
Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2016

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 Jose M Davila Insurance Agency 3000 N McColl Rd Ste A1 McAllen TX 78501	CONTACT NAME: Jose Davila PHONE (A/C, No, Ext): 956-683-0500 FAX (A/C, No): 866-686-5391 E-MAIL ADDRESS: jdavila@farmersagent.com PRODUCER CUSTOMER ID #:
INSURED Dr. Bose Industrial & Family Medicine, PLLC DBA INdustrial Health Works 801 EE Nolana Ste 9 McAllen TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Truck Insurance Exchange INSURER B : Texas Mutual INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	N	604082557	05/24/2016	05/24/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 75,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			604082557	05/24/2016	05/24/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A	N	0001288105	05/22/2016	05/22/2017	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

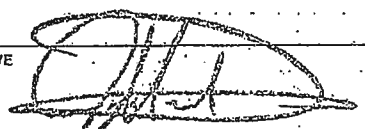
CERTIFICATE HOLDER

Hidalgo County Head Start Program
1901 W State Highway 107
McAllen TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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beazley

MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY, INFORMATION SECURITY AND PRIVACY LIABILITY INSURANCE INCLUDING BREACH RESPONSE SERVICES

DECLARATIONS

INSURING AGREEMENTS I.A., I.B., I.D., AND I.E OF THIS POLICY PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO THOSE CLAIMS WHICH ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD (IF APPLICABLE). DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY. CERTAIN WORDS AND PHRASES WHICH APPEAR IN BOLD TYPE HAVE SPECIAL MEANING; PLEASE REFER TO CLAUSE VI., DEFINITIONS. PLEASE REVIEW THE COVERAGE AFFORDED UNDER THIS INSURANCE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

INSURING AGREEMENT I.C. OF THIS POLICY PROVIDES FIRST PARTY COVERAGE ON AN INCIDENT OR LOSS DISCOVERED AND REPORTED BASIS; COVERAGE UNDER THIS INSURING AGREEMENT APPLIES ONLY TO INCIDENTS OR LOSSES FIRST DISCOVERED BY THE INSURED AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD.

THESE DECLARATIONS ALONG WITH THE COMPLETED AND SIGNED APPLICATION AND THE POLICY WITH ENDORSEMENTS SHALL CONSTITUTE THE CONTRACT BETWEEN THE INSUREDS AND UNDERWRITERS.

Underwriters: Beazley Insurance Company, Inc.

Policy Number: V1DD5E170101

Jose M Davila Insurance
3000 N McCall Ste. A1
McAllen,Texas 78501

Item 1. Named Insured: Dr Bose Industrial & Family Medicine

Address:

801 East Nolana
Suite 6
McAllen, TX 78504

Item 2. **Policy Period:** From: 15-Feb-2017

To: 15-Feb-2018

Both dates at 12:01 a.m. Local Time at the Principal Address stated in Item 1.

Item 3. **Limit of Liability:**

A. **Professional Liability Tower**

1. Each **Claim** including **Claims Expenses** $1,000,000

But sublimited to:

i. Sexual/Physical Misconduct Each **Claim** including **Claims Expenses** $100,000

2. Professional Liability Term Aggregate Including **Claims Expenses** $3,000,000

But sublimited to:

i. Sexual/Physical Misconduct Aggregate Including **Claims Expenses** **$300,000**

B. **Information Security & Privacy Liability, Regulatory Defense and Penalties and PCI Fines, Expenses and Costs**

Limit of Liability, Insuring Agreements. I.B., I.D., and, I.E.,:

1. Aggregate including **Claims Expenses** $1,000,000

But sublimited to:

i. Aggregate sublimit of liability applicable to Insuring Agreement I.D. **$1,000,000**

ii. Aggregate sublimit of liability applicable to Insuring Agreement I.I. $100,000

C. **Beazley Breach Response Services Tower**

Limit of Liability for Insuring Agreement I.C.

1. **Notified Individuals** Limit of Coverage 25,000 **Notified Individuals** in the aggregate.

2. Aggregate Limit of Coverage for all **Computer Expert Services, Legal Services** and **Public Relations and Crisis Management Expenses** combined: $100,000

The Limits of Liability shall apply separately from each tower. Under no circumstances shall any one **Claim** trigger multiple towers.

Item 4. **Deductible:**

A. Insuring Agreements I.A., I.B., I.D., and I.E

Each **Claim** (including each Claim in the form of a **Regulatory Proceeding**) including **Claims Expenses**	$2,500

B. Insuring Agreement I.C., Threshold and Deductible

Each incident, event or related incidents or events giving rise to an obligation to provide **Privacy Breach Response Services:**

i.	**Notification Services, Call Center Services** and **Breach Solution and Mitigation Services** for each incident involving at least:	100 **Notified Individuals**
ii.	Deductible applicable to **Computer Expert Services, Legal Services** and **Public Relations and Crisis Management Expenses:**	$2,500 combined, but one-half (1/2) of the amount shown herein for **Legal Services** (which deductible is part of and not in addition to the combined deductible)

Item 5. **Premium:**
The premium paid in respect of the entire Policy Period of Insurance

$6,916

Plus taxes as applicable, which shall be payable in full at inception of this Insurance as designated in Item 2. of the Declarations.

Item 6. **Extended Reporting Period**

a. Premium for **Extended Reporting Period:**	100% of the annualized premium for this Policy
b. Length of **Extended Reporting Period:**	12 Months

Item 7. **Retroactive Date** 15-Feb-2017

Item 8. **Notification Under This Policy**

- Recipient of Notice of Insured's Cancellation:
  Beazley Insurance Company, Inc.
  30 Batterson Park Road
  Farmington, CT 06032
  Tel: (860) 677-3700
  Fax: (860) 679-0247

- Recipient of Notice of Insured's intention to purchase Extended Reporting Period Coverage and premium for Extended Reporting Period Coverage:
  Beazley Insurance Company, Inc.
  30 Batterson Park Road
  Farmington, CT 06032
  Tel: (860) 677-3700
  Fax: (860) 679-0247

Item 9. **Notice of Claim, Circumstances and/or Privacy Breaches in accordance with Clause XI.**

- Recipient of Notice under Insuring Agreements I.A,

  Beazley Healthcare Claims
  1270 Avenue of the Americas
  Suite 1200
  New York, NY 10020
  Tel: +1 (646) 943 5900
  Fax: +1 (646) 378 4039
  Email: healthcareclaims@beazley.com

- Recipient of Notice under Insuring Agreements I.B, I.D, and I.E

  Beazley Group
  TMB Claims Group
  1270 Avenue of the Americas, 12th Floor
  New York, NY 10020
  Email: bbr.claims@beazley.com

- Recipient of Privacy Breaches under Insuring Agreements I.C
  Toll-Free 24-Hour Hotline: (866) 567-8570
  Email: bbr.claims@beazley.com
  (Emails and calls reports from the toll-free hotline are forwarded to the Breach Response Services team for response)

Item 10. **Additional Insureds/Scheduled Physicians:**

N/A

Item 11. **Scheduled Professional Services:**

Outpatient medical clinic services

Item 12. **Terrorism Coverage**

Coverage Purchased: ☐ Yes ☒ No

If "Yes: Terrorism Coverage Premium: Not Purchased

INSURED: Dr Bose Industrial & Family Medicine

Item 13. **Endorsements Effective at Inception:**

1.	A01110TX 022014 ed.	Important Notice
2.	A0004 112007 ed.	Notification Of The Availability of Loss Control Information/Services- Texas
3.	BICMU05090406	Nuclear Exclusion
4.	E07745TX-C 082015 ed.	Reliance on Another Insurance Company's Application - Texas
5.	E08480-C 062016 ed.	Retroactive Date and Deductible Clarification
6.	E02804 032011 ed.	Sanction Limitation and Exclusion Clause
7.	A01438TX-C 082015 ed.	Texas Amendatory Endorsement
8.	BICMU05070406	War and Civil War Exclusion
9.	E07175-C 082015 ed.	Additional Scheduled Locations/Facilities Coverage
10.	E07176-C 082015 ed.	Additional Services Exclusion
11.	E07207-C 082015 ed.	Limits of Liability Drop Down Endorsement
12.	E08434-C 062016 ed.	Warranty of General Liability Coverage

The Underwriters have caused this **Policy** to be signed and attested to by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.

Authorized Representative

22-Feb-2017
Date

Secretary

President

HIDALGO COUNTY HEAD START PROGRAM
P.O. BOX 0117
EDINBURG, TX. 78540-0117
TEL. (956) 383-0706 FAX (956) 380-4178

TO: Ambrosio Tovar, Procurement Director

FROM: Melissa Gallegos, Mental Health Counselor

SUBJECT: Mental Health RFQ Recommendation

DATE: June 13, 2017

The Mental Health RFQ packets have been reviewed.
The following companies are being recommended:

- Amando O. Gonzalez
- Therapy Express Children's Rehabilitation Center, LLC.

For any questions please call us.
956-383-0706

Hidalgo County Head Start Program

MENTAL HEALTH PROVIDERS

RFQ № 2017-002-04-28

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	20
Comments/Rationale for Points: Applicant meets all Professional Qualifications to conduct and provide services.		
2. Experience of Project Manager	25	25
Comments/Rationale For Points: Applicant has over nineteen years of experience working in the social services field.		
3. Experience/Availability of Project Manager	20	20
Comments/Rationale For Points: Applicant has experience working in school settings and community agencies as a social worker (LBSW) and currently as a Licensed Professional Counselor.		
4. Understanding of Project	25	25
Comments/Rationale For Points: Applicant has experience in private practice and has served on committee Has delivered services to community agencies TMC, Migrant Head Start, AVANCE.		
5. Familiarity with Applicable Rules and Regulations	10	10
Comments/Rationale For Points: All documents are in compliance with regulations.		

Provider: Amando D. Gonzalez, M.Ed, LBSW, LPC

Evaluator(s): Melissa Gallegos Date: 5-30-17

CONTRACT FOR SERVICES
MENTAL HEALTH
C-17-003-08-01-A

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS CONTRACT (The "**Contract**") is made effective the 1st day of **August, 2017** by and between Hidalgo County, Texas acting by and through the **HIDALGO COUNTY HEAD START PROGRAM**, (hereinafter the "**Program**") a federally funded program under the auspices of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas and **Amando O. Gonzalez** (hereinafter "**Provider**") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which **Provider** is licensed to provide, a description of such service is attached hereto as Exhibit "A" and incorporated herein for all purposes (the "**Services**");

WHEREAS, the **Provider** has agreed to provide the **Services** enumerated in this **Contract** for the **Program**;

WHEREAS, the **Program** is the recipient of certain federal funds to be utilized for the provision of **Services** to the participants of the **Program**;

WHEREAS, Program participants' (clients) are examined and treated by the **Provider;**

WHEREAS, the **Provider** will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the **Provider** and the **Program** mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following **Provider** and **Program** agrees as follows:

A. 1. The term of this **Contract** shall commence on **August 1, 2017** and shall terminate on the **31st** day of **July, 2018** unless extended or earlier terminated as provided herein. This **Contract** may be extended for an additional one year on the same terms and conditions if Program elects to do so by providing written notice to **Provider** as provided elsewhere herein.

2. **Provider** represents that **Provider** is licensed by the State of Texas, if required by law to perform the **Services**, is and qualified to perform and execute the **Services** described on Exhibit A attached hereto and incorporated herein at this point for all purpose. If such license is suspended or revoked, this **Contract** shall automatically be terminated. **Provider** shall immediately notify the **Program** of such suspension or revocation.

3. The **Provider** shall prepare, maintain and submit all records which are designated, required or prescribed by the **Program**, federal grantor agency, or County of Hidalgo. In addition, the **Provider** shall permit the **Program**, the Department of Health and Human **Services** and the County of Hidalgo to audit and inspect records and reports, review

services and /or evaluate the performance of the **Services** provided hereunder at any reasonable time. The **Provider** shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the **Program**.

4. In consideration for the above and foregoing, the **Provider** shall submit a monthly billing statement to the **Program** at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Carrera, CFO
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of **Service**s rendered to the **Program** during the statement period. Upon receipt of said statement, the **Program** will process the requisition for payment in the usual customary manner utilized by the **Program**. The **Provider** shall be compensated based on the **Program's** fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The **Provider** must comply with all applicable **Program** and Hidalgo County policies. Notwithstanding the foregoing sentence, the **Provider** represents and maintains that **Provider** is an independent contractor and is not an employee of the **Program** or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that **Provider** does not desire or request any fringe benefits provided to employees of the **Program** or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The **Provider** agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this **Contract**.

6. The **Program** and the **Provider** agree that **Program** may terminate this **Contract** at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: Amando O. Gonzalez
1010 Lost Meadows Dr.
Donna, TX 78537

7. **Provider** agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the **Program** in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. **Provider** shall furnish the **Program** a certificate issued by their insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the **Provider** may not assign the obligation or rights under this **Contract** to any person without the prior written consent of the **Program.**

B. The **Provider's** employees, if any, who perform services for the **Program** under this **Contract** shall be bound by the provisions of the terms of this **Contract**. At the request of the **Program**, the **Provider** shall provide adequate evidence that such persons are the **Provider's** employees.

C. The **Provider** will indemnify and hold harmless and defend the **Program** and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this **Contract**, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this **Contract** was the **Provider's** or that of any person providing services hereunder through or for **Provider**. Upon written notice from Hidalgo County and the **Program**, **Provider** will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or **Program**, any such claim(s) or action(s).

D. **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.**

E. In case any one or more of the provisions contained in this **Contract** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. **Contract Extension**. Hidalgo County Head Start Program reserves the right to extend this **Contract** at the same terms and conditions for one year from the date of termination of the **Contract** period on the same rate and terms as contained herein. If

the **Program** elects to extend this **Contract**, **Program** shall provide ninety (90) days written notice of intention to extend this **Contract** to **Provider** prior to the expiration of this **Contract**.

G. **No amendment**, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. **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 the **Program** under this **Contract**, the **Program** may terminate this **Contract** upon ninety (90) days written notice to **Provider**. **Program** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this **Contract** at the expiration of each budget period of **Program** pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. **Provider** will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the **Services** under this **Contract** or in the selection of associates, employees, or independent providers.

J. **Provider** will perform its **Services** at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the **Program**, and all currently accepted and approved methods and practices of the professional specialty relating to the **Services**.

K. **Provider** must have a procedure to ensure that no information about a child is

disclosed in a form that identifies the child without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance. **Provider** shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **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 representation or **Contract** in connection with this **Contract** not specifically set forth herein. This **Contract** may be modified or amended only by **Contract** in writing executed by **Program** and **Provider** and not otherwise.

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

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
Amando O. Gonzalez

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

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

Approved by Policy Council:
Approved by Commissioner's Court:

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2017 between Amando O. Gonzalez (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future

physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes

administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as

provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate

this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

    a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

    b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be

interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: Amando O. Gonzalez
Title: Owner
Department and Division: _____
Address: 1010 Lost Meadows Dr. Weslaco, TX

Provider/Associate

_____

By: _____
Print Name

_____
Signature

_____
Title

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Teresa Flores, Executive Director

Exhibit A

Description of Mental Health Services

The Providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an "as needed basis".

(a) Assist in planning mental program activities.
(b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
(c) Perform Classroom Observations.
(d) Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.
(e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
(f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
(g) Advise in the utilization of other community resources and referrals.
(h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it's director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this Contract.

The program shall furnish the following services, date and information to Provider:

(a) A completed referral on children exhibiting a typical and emotional behavior is referred by site staff or parental concern.
(b) Information released on a referral form will remain specific to the need for referral and services being requested.
(c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

IN – KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:
   (a) Classroom Observation and recommendation
   (b) Developmental evaluation
   (c) Individual / family counseling (per hour)
   (d) Workshop / In-Service / Training

Exhibit B
Fee Schedule-Mental Health

AMANDO O. GONZALEZ

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable reimbursements.

The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Services	Fee
a. Clinical Intake/Developmental Assessment/Written Assessment	$135.00
b. Medication Management Follow-Up	N/A
c. Workshops/Training/or In-Service (Upon Arrangements Made)	$135.00
d. Classroom Observations	$100.00
e. Individual and/or family counseling to those children and families	$90.00
Family	
f. Play Therapy(individual)	$90.00
g. Psychological Testing	N/A

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:
2017-196622

Date Filed:
04/21/2017

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Amando Gonzalez
Weslaco, 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 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.**
C-17-003-08-01-A
Mental Health Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzalez, Amando	Weslaco, 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.

DANIEL C. GAONA
Notary Public, State of Texas
Notary ID# 13099136-4
My Commission Expires 02-02-2021

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the 24th day of April, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | David C. GAONA — Printed name of officer administering oath | Banker — Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2017

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
JULIAN GARZA, AGENT
State Farm
1529 W EXPRESSWAY 83, SUITE A
WESLACO, TX 78596-4300

CONTACT NAME: MARI CHAVEZ
PHONE (A/C, No, Ext): 956-447-2704 FAX (A/C, No): 956-447-2754
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AMANDO & LETICIA GONZALEZ
1010 LOST MEADOWS DR
DONNA, TX 78537-9536

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	230 9668-E01-53	09/01/2017	11/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$ 500,000
	SCHEDULED AUTOS (X)						PROPERTY DAMAGE (Per accident)	$ 100,000
	HIRED AUTOS							$
	NON-OWNED AUTOS							
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2011 FORD F150 PICKUP
VIN# 1FTFW1ET3BFB09457

CERTIFICATE HOLDER
HIDALGO COUNTY HEADSTART PROGRAM
1901 W. STE. HWY 107
MCALLEN, TX 78504

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
Julian Garza by MC

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CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURRENCE POLICY FORM

HPSO
Healthcare Providers Service Organization™

Print Date: 11/08/2016

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0285306314	from 11/07/16 to 11/07/17 at 12:01 AM Standard Time

Named Insured and Address:
Amando O Gonzalez
1010 Lost Meadows Dr
Donna, TX 78537-9536

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpso.com

Medical Specialty: Licensed Professional Counselor
Code: 80723

Excludes Cosmetic Procedures

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability	$1,000,000 each claim	$ 3,000,000 aggregate

Your professional liability limits shown above include the following:
* Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	$ 25,000	per incident	$ 25,000	aggregate

General Liability

General Liability	$1,000,000 each claim / $1,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to $250,000 aggregate sublimit
Personal Liability	$1,000,000 aggregate

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121501-C	G-53752-E42	G-145184-A	G-147292-A	GSL15563
GSL15564	GSL17101	GSL13424	CNA80051	CNA80052	CNA80079TX
G-123846-C42	CNA81753	CNA81758	CNA82011	CNA79575	G-121504-C
G-123828-B	(02)				

Thomas F. Motamed — Chairman of the Board

Secretary

Keep this document in a safe place.It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full.In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

Affidavit & Indemnity Agreement

Date: 5/24/2017

Affiant: Amando O. Gonzalez

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Amando O. Gonzalez (s)he is a single member of Gonzalez Counseling Services. As a Mental Health Provider for Hidalgo County Head Start Program under Contract # C-17-003-08-01-A. Affiant will provide services for Hidalgo County Head Start Program.

Affiant further states that she 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 Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Amando O. Gonzalez Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on May 26th 2017.

Notary Public, State of Texas

DANIEL C. GAONA
Notary Public, State of Texas
Notary ID# 13099136-4
My Commission Expires 02-02-2021

1901 West State Highway107*McAllen, TX 78504*(956) 380-4149*Fax (956) 381-0439

Hidalgo County Head Start Program

MENTAL HEALTH PROVIDERS

RFQ № 2017-002-04-28

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Applicant meets all Professional Qualifications.

2. Experience of Project Manager — 25 — 25

Comments/Rationale For Points: Applicant has experience in the mental health field.

3. Experience/Availability of Project Manager — 20 — 20

Comments/Rationale For Points: Applicant has experience working with children in the mental health field.

4. Understanding of Project — 25 — 25

Comments/Rationale For Points: Applicant has performed similar work with other agencies and school districts.

5. Familiarity with Applicable Rules and Regulations — 10 — 10

Comments/Rationale For Points: All documents are in compliance with regulations.

Provider: Therapy Express Children's Rehabilitation Center, L.L.C.

Evaluator(s): Melissa Gallegos Date: 5-30-17

CONTRACT FOR SERVICES
MENTAL HEALTH
C-17-003-08-01-D

STATE OF TEXAS **&**
&
COUNTY OF HIDALGO **&**

THIS CONTRACT (The "**Contract**") is made effective the **1st** day of **August, 2017** by and between Hidalgo County, Texas acting by and through the **HIDALGO COUNTY HEAD START PROGRAM**, (hereinafter the "**Program**") a federally funded program under the auspices of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas and **Therapy Express Rehabilitation Center, LLC.** (hereinafter "**Provider**") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which **Provider** is licensed to provide, a description of such service is attached hereto as Exhibit "A" and incorporated herein for all purposes (the "**Services**");

WHEREAS, the **Provider** has agreed to provide the **Services** enumerated in this **Contract** for the **Program**;

WHEREAS, the **Program** is the recipient of certain federal funds to be utilized for the provision of **Services** to the participants of the **Program**;

WHEREAS, Program participants' (clients) are examined and treated by the **Provider**;

WHEREAS, the **Provider** will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the **Provider** and the **Program** mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following **Provider** and **Program** agrees as follows:

A. 1. The term of this **Contract** shall commence on **August 1, 2017** and shall terminate on the **31st** day of **July, 2018** unless extended or earlier terminated as provided herein. This **Contract** may be extended for an additional one year on the same terms and conditions if Program elects to do so by providing written notice to **Provider** as provided elsewhere herein.

2. **Provider** represents that **Provider** is licensed by the State of Texas, if required by law to perform the **Services**, is and qualified to perform and execute the **Services** described on Exhibit A attached hereto and incorporated herein at this point for all purpose. If such license is suspended or revoked, this **Contract** shall automatically be terminated. **Provider** shall immediately notify the **Program** of such suspension or revocation.

3. The **Provider** shall prepare, maintain and submit all records which are designated, required or prescribed by the **Program**, federal grantor agency, or County of Hidalgo. In addition, the **Provider** shall permit the **Program**, the Department of Health and Human **Services** and the County of Hidalgo to audit and inspect records and reports, review

services and /or evaluate the performance of the **Services** provided hereunder at any reasonable time. The **Provider** shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the **Program**.

4. In consideration for the above and foregoing, the **Provider** shall submit a monthly billing statement to the **Program** at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Carrera, CFO
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of **Services** rendered to the **Program** during the statement period. Upon receipt of said statement, the **Program** will process the requisition for payment in the usual customary manner utilized by the **Program**. The **Provider** shall be compensated based on the **Program's** fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The **Provider** must comply with all applicable **Program** and Hidalgo County policies. Notwithstanding the foregoing sentence, the **Provider** represents and maintains that **Provider** is an independent contractor and is not an employee of the **Program** or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that **Provider** does not desire or request any fringe benefits provided to employees of the **Program** or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The **Provider** agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this **Contract**.

6. The **Program** and the **Provider** agree that **Program** may terminate this **Contract** at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: Angela Treviño
Therapy Express Children's Rehabilitation Center, LLC.
111 W. US Highway 83
San Juan, TX 78589

7. **Provider** agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the **Program** in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. **Provider** shall furnish the **Program** a certificate issued by their insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the **Provider** may not assign the obligation or rights under this **Contract** to any person without the prior written consent of the **Program.**

B. The **Provider's** employees, if any, who perform services for the **Program** under this **Contract** shall be bound by the provisions of the terms of this **Contract.** At the request of the **Program**, the **Provider** shall provide adequate evidence that such persons are the **Provider's** employees.

C. The **Provider** will indemnify and hold harmless and defend the **Program** and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this **Contract**, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this **Contract** was the **Provider's** or that of any person providing services hereunder through or for **Provider.** Upon written notice from Hidalgo County and the **Program**, **Provider** will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or **Program**, any such claim(s) or action(s).

D. **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.**

E. In case any one or more of the provisions contained in this **Contract** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. **Contract Extension.** Hidalgo County Head Start Program reserves the right to extend this **Contract** at the same terms and conditions for one year from the date of termination of the **Contract** period on the same rate and terms as contained herein. If

the **Program** elects to extend this **Contract**, **Program** shall provide ninety (90) days written notice of intention to extend this **Contract** to **Provider** prior to the expiration of this **Contract**.

G. **No amendment**, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. **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 the **Program** under this **Contract**, the **Program** may terminate this **Contract** upon ninety (90) days written notice to **Provider**. **Program** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this **Contract** at the expiration of each budget period of **Program** pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. **Provider** will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the **Services** under this **Contract** or in the selection of associates, employees, or independent providers.

J. **Provider** will perform its **Services** at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the **Program**, and all currently accepted and approved methods and practices of the professional specialty relating to the **Services**.

K. **Provider** must have a procedure to ensure that no information about a child is

disclosed in a form that identifies the child without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance. **Provider** shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **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 representation or **Contract** in connection with this **Contract** not specifically set forth herein. This **Contract** may be modified or amended only by **Contract** in writing executed by **Program** and **Provider** and not otherwise.

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

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
Angela Treviño
Therapy Exp. Rehab. Center, LLC.

HIDALGO COUNTY HEAD START PROGRAM

BY:_____
Ramon Garcia, County Judge

BY:_____
Teresa Flores, Executive Director

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

Approved by Policy Council:
Approved by Commissioner's Court:

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2017 between Therapy Express Rehabilitation Center, LLC. (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a

comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about

them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract

and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance,

and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

    a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

    b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any

provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: Angela Treviño
Title: Owner
Department and Division: Therapy Express Rehabilitation Center, LLC.
Address: 111 W. US Highway 83 San Juan, TX 78589.

Provider/Associate

_____

By: _____
Print Name

_____
Signature

_____
Title

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Teresa Flores, Executive Director

Exhibit A

Description of Mental Health Services

The Providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an "as needed basis".

(a) Assist in planning mental program activities.
(b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
(c) Perform Classroom Observations.
(d) Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.
(e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
(f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
(g) Advise in the utilization of other community resources and referrals.
(h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it's director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this Contract.

The program shall furnish the following services, date and information to Provider:

(a) A completed referral on children exhibiting a typical and emotional behavior is referred by site staff or parental concern.
(b) Information released on a referral form will remain specific to the need for referral and services being requested.
(c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

IN – KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:
   (a) Classroom Observation and recommendation
   (b) Developmental evaluation
   (c) Individual / family counseling (per hour)
   (d) Workshop / In-Service / Training

Exhibit B
Fee Schedule-Mental Health

Therapy Express Children's Rehabilitation Center , LLC
2017-2018

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable reimbursements.

The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Services	Fee
a. Clinical Intake/Developmental Assessment/Written Assessment	$ 110.00
b. Medication Management Follow-Up	$ 0
c. Workshops/Training/or In-Service (Upon Arrangements Made)	$ 100.00 p/hr.
d. Classroom Observations	$ 100.00 p/hr.
	50.00 p/report
e. Individual and/or family counseling to those children and families	$ 70.00
Family	
f. Play Therapy(individual)	$ 65.00
g. Psychological Testing	$ 0

**All reports will made available within a 72 hr time frame from date of service.

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:
2017-199623

Date Filed:
04/27/2017

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Therapy Express Children's Rehabilitation Center,L.L.C
San Juan, 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 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.**
C-17-003-08-01-D
Mental Health

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.

BRENDA LYNN TREVINO
My Commission Expires
January 29, 2018

AFFIX NOTARY STAMP / SEAL ABOVE

Angela Trevino Delgadillo
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Angela Trevino Delgadillo, this the 28th day of April, 20 17, to certify which, witness my hand and seal of office.

Brenda Lynn Trevino — Brenda Lynn Trevino — Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kasina Martinez Insurance Agency Kasina Marlen Martinez 4413W Business 83 Ste 2 McAllen TX 78501	CONTACT NAME: Kasina Marlen Martinez PHONE (A/C, No, Ext): (956) 627-2626 FAX (A/C, No): (956) 383-8861 E-MAIL ADDRESS: kmartinez@kasinaagent.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Farmers Texas County Mutual Insurance Company 24392 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Therapy Express Children's Rehabilitation Center L.L.C. Angela Trevino 111 W US Highway 83 San Juan TX 78589	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4565-57-30	12/12/2015	12/21/2016	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ 500,000 BODILY INJURY (Per accident) $ 500,000 PROPERTY DAMAGE (Per accident) $ 500,000 UM/UIM BI (per a) $ 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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					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)

2015 Audi A4 4D 2Wd 2.0T Premium WAUAFAFL5FN018917

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Head Start Program 150 State Hwy 107 Edinburg, TX 78504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/31/2016

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

Hiscox Inc.
520 Madison Avenue
32nd Floor
New York, NY 10022

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hiscox Insurance Company Inc	10200
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Therapy Express Children's Rehablitation L. L. C.
111 W US Highway 83
San Juan, TX 78589

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	N		UDC-1808636-EO-16	08/31/2016	08/31/2017	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROFESSIONAL LICENSED COUNSELOR

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD STAR PROGRAM
1901 W STATE HWY 107
EDINBURG TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2017

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
INSURANCE NOODLE LLC/PHS 551718 P:(866) 467-8730 F:(888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Sentinel Ins Co LTD	11000
INSURED	INSURER B:	
THERAPY EXPRESS CHILDREN'S REHABILITATION L.L.C. 111 W US HIGHWAY 83 SAN JUAN TX 78589	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			83 SBM NX2233	02/13/2017	02/13/2018	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START PROGRAM
1901 W STATE HIGHWAY 107
MCALLEN, TX 78504

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

Jan Maillon

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HIDALGO COUNTY HEAD START PROGRAM
P.O. BOX 0117
EDINBURG, TX. 78540-0117
TEL. (956) 380-4190 FAX (956) 380-4146

TO: Ambrosio Tovar, Procurement Director

FROM: Edna Snider, Special Services Director

THROUGH: Teresa Flores, Executive Director

SUBJECT: RFQ Recommendation

DATE: June 2, 2017

The RFQ packets have been reviewed. The following company(s) are being recommended:

*Sign Language Services dba Amy Hermansen
*Sign Language Interpreters

If you have any questions, feel free to call us at 380-4164 or 380-4190.

Hidalgo County Head Start Program
SIGN LANGUAGE INTERPRETING SERVICES
RFQ № 2017-004-04-28

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale For Points: This company has the qualified professional interpreters requested in the RFQ. Will continue to receive their staff qualifications.

2. Experience of Project Manager	25	25

Comments/Rationale For Points: This company has many years of experience in the field of sign language interpreting.

3. Experience/Availability of Project Manager	20	20

Comments/Rationale For Points: This company has worked with the HCHSP in the past and is readily available for the programs requests.

4. Understanding of Project	25	25

Comments/Rationale For Points: This company understands/meets the guidelines set forth in the RFQ.

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale For Points: Follows rules set forth in the RFQ. The Hidalgo County Head Start Program has a good working relationship with this company.

Provider: Sign Language Services dba Amy Hermansen

Evaluator(s): Edna Snider Date: 6/2/17

CONTRACT FOR SERVICES
SIGN LANGUAGE INTERPRETING SERVICES
C-17-004-08-01-A

STATE OF TEXAS **&**
&
COUNTY OF HIDALGO **&**

THIS CONTRACT (the "**Contract**") is made effective the **1st** day of **August, 2017** by and between Hidalgo County, Texas acting by and through the **HIDALGO COUNTY HEAD START PROGRAM**, (hereinafter the "**Program**") a federally funded program under the auspices of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas and **Amy Jane Hermansen dba Sign Language Services** (hereinafter "**Provider**") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which **Provider** is licensed to provide, a description of such service is attached hereto as Exhibit "A" and incorporated herein for all purposes (the "**Services**");

WHEREAS, the **Provider** has agreed to provide the **Services** enumerated in this **Contract** for the **Program**;

WHEREAS, the **Program** is the recipient of certain federal funds to be utilized for the provision of **Services** to the participants of the **Program**;

WHEREAS, Program participants' (clients) are examined and treated by the **Provider**;

WHEREAS, the **Provider** will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the **Provider** and the **Program** mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following **Provider** and **Program** agrees as follows:

A. 1. The term of this **Contract** shall commence on **August 1, 2017** and shall terminate on the **31st** day of **July, 2018** unless extended or earlier terminated as provided herein. This **Contract** may be extended for one additional year on the same terms and condition if Program elects to do so by providing written notice to **Provider** as provided elsewhere herein.

2. **Provider** represents that **Provider** is licensed by the State of Texas, if required by law to perform the **Services**, is and qualified to perform and execute the **Services** described on Exhibit A attached hereto and incorporated herein at this point for all purpose. If such license is suspended or revoked, this **Contract** shall automatically be terminated. **Provider** shall immediately notify the **Program** of such suspension or revocation.

3. The **Provider** shall prepare, maintain and submit all records which are designated, required or prescribed by the **Program**, federal grantor agency, or County of Hidalgo. In

addition, the **Provider** shall permit the **Program**, the Department of Health and Human **Services** and the County of Hidalgo to audit and inspect records and reports, review services and /or evaluate the performance of the **Services** provided hereunder at any reasonable time. The **Provider** shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the **Program**.

4. In consideration for the above and foregoing, the **Provider** shall submit a monthly billing statement to the **Program** at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Carrera, CFO
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of **Services** rendered to the **Program** during the statement period. Upon receipt of said statement, the **Program** will process the requisition for payment in the usual customary manner utilized by the **Program**. The **Provider** shall be compensated based on the **Program's** fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The **Provider** must comply with all applicable **Program** and Hidalgo County policies. Notwithstanding the foregoing sentence, the **Provider** represents and maintains that **Provider** is an independent contractor and is not an employee of the **Program** or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that **Provider** does not desire or request any fringe benefits provided to employees of the **Program** or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The **Provider** agrees to

be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this **Contract**.

6. The **Program** and the **Provider** agree that **Program** may terminate this **Contract** at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: Amy Jane Hermansen dba Sign Language Services
1409 Rio Grande St.
San Juan, Texas 78589

7. **Provider** agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the **Program** in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. **Provider** shall furnish the **Program** a certificate issued by their insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the **Provider** may not assign the obligation or rights under this **Contract** to any person without the prior written consent of the **Program**.

B. The **Provider's** employees, if any, who perform services for the **Program** under this **Contract** shall be bound by the provisions of the terms of this **Contract**. At the request

of the **Program**, the **Provider** shall provide adequate evidence that such persons are the **Provider's** employees.

C. The **Provider** will indemnify and hold harmless and defend the **Program** and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this **Contract**, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this **Contract** was the **Provider's** or that of any person providing services hereunder through or for **Provider**. Upon written notice from Hidalgo County and the **Program**, **Provider** will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or **Program**, any such claim(s) or action(s).

D. **THIS CONTRACT SHALL BE CONTRUED 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.**

E. In case any one or more of the provisions contained in this **Contract** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. **Contract Extension**. Hidalgo County Head Start Program reserves the right to extend this **Contract** for one year from the date of termination of the **Contract** period on the same rate and terms as negotiated by the parties. If the **Program** elects to extend this **Contract**, **Program** shall provide ninety (90) days written notice of intention to extend this **Contract** to **Provider** prior to the expiration of this **Contract**.

G. **No amendment**, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. **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 the **Program** under this **Contract**, the **Program** may terminate this **Contract** upon ninety (90) days written notice to **Provider**. **Program** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this **Contract** at the expiration of each budget period of **Program** pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. **Provider** will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the **Services** under this **Contract** or in the selection of associates, employees, or independent providers.

J. **Provider** will perform its **Services** at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the **Program**, and all currently accepted and approved methods and practices of the professional specialty relating to the **Services**.

K. **Provider** must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance. **Provider** shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **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 representation or **Contract** in connection with this **Contract** not specifically set forth herein. This **Contract** may be modified or amended only by **Contract** in writing executed by **Program** and **Provider** and not otherwise.

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

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
Amy Jane Hermansen dba
Sign Language Services

HIDALGO COUNTY HEAD START PROGRAM

BY:_____
Ramon Garcia, County Judge

BY:_____
Teresa Flores, Executive Director

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

Approved by Policy Council:
Approved by Commissioner's Court:

Exhibit A

Description of Interpreting Services

The Provider agrees to provide any services deemed necessary to interpret to any and all families referred to the Provider by the Hidalgo County Head Start Program. The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Must be willing to travel within the County.
(b) Interpret at Monthly Parent Committee Meetings.
(c) Interpret as needed for children's applications.
(d) Interpret for Parent / Teacher home visits and Parent Conferences.
(e) Interpret for ARD / IEP Meetings
(f) Interpret at scheduled staffing and as needed for other functions.
(g) Provide trilingual interpretation.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program. Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

The Hidalgo County Head Start Program agrees to ensure that:
(a) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 1, 2017 and shall complete services no later than July 31, 2018. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.
2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.
3. Confidentiality: Each party shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.
4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

Exhibit B
Fee Schedule

AMY JANE HERMANSEN
2017 - 2018

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.
(if applicable)

1. The Provider shall be paid only for full and satisfactory completion of the following services:

Description of Service	FEE
Level I: Interpreting Services (Regular)	
Rate Per Hour	$ 49 per hour
OT Rate Per Hour - Same day request before 5pm - Sat - Sunday all day rate until 5pm	$ 73.50 per hour
ER-Weekend/after 5pm same day request- holidays	$98
Trilingual Non-certified	$5 ADDITIONAL PER HOUR
Level II: Interpreting Services (Holidays) Regular Advanced	$55
ER-Weekend and after 5pm same day request- holidays	$ 110 per hour
OT Rate per Hour - Same day request before 5 pm and Sat - Sunday all day rate until 5pm	$ 82.50 per hour

TRILINGUAL CERTIFIED $10 PER HOUR ADDITIONAL

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:
2017-197602

Date Filed:
04/24/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sign Language Services
San Juan, 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.
Hildago County Head Start

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-17-004-08-01-A
Sign Language Interpreter

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.

NORA HERRERA
My Commission Expires
January 13, 2018

AFFIX NOTARY STAMP / SEAL ABOVE

Amy Jane Hermansen
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Amy Jane Hermansen, this the 26th day of May, 20 17, to certify which, witness my hand and seal of office.

Nora Herrera
Signature of officer administering oath

Nora Herrera
Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2017

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022		CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Hiscox Insurance Company Inc	10200
INSURED Amy J Hermansen dba Sign Language Services 1409 Rio Grande St San Juan TX 78589		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 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:	Y		UDC-1356688-CGL-17	06/10/2017	06/10/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] 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)

Hidalgo County Head Start is named as additional insured.

CERTIFICATE HOLDER

Hidalgo County Head Start
PO Box 0117
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client # 171527

MEMORANDUM OF INSURANCE

Date Issued
June 23, 2016

Producer

Mercer Consumer, a service of
Mercer Health & Benefits Administration LLC
P.O. Box 14576
Des Moines, IA 50306-3576
www.proliability.com

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Insured

Sign Language Services
1409 Rio Grande Street
San Juan, TX 78589

Company Affording Coverage

Liberty Insurance Underwriters, Inc.

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Interpreter	AHY-671224005	08/01/2016	08/01/2017	Per Occurrence Aggregate	$1,000,000 $3,000,000
General Liability				Per Occurrence Aggregate	

Evidence of Insurance

Memorandum Holder:

Addl Insd/Cert Holder

Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Mark A. Brostowitz

Mark Brostowitz
Principal

CA Ins Lic. #0G39709, In CA d/b/a Mercer Health & Benefits Insurance Services LLC

Affidavit & Indemnity Agreement

Date: 5/23/2017

Affiant: Amy Jane Hermansen

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Amy Jane Hermansen (s)he is a single member of Sign Language Services. As a Sign Language Provider for Hidalgo County Head Start Program under Contract # C-17-004-08-01-A Affiant will provide services for Hidalgo County Head Start Program.

Affiant further states that she 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 Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Amy Hermansen Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on May 26, 2017.

Notary Public, State of Texas

NORA HERRERA
My Commission Expires
January 13, 2018

1901 West State Highway107*McAllen, TX 78504*(956) 380-4149*Fax (956) 381-0439

IDS Property Casualty Insurance Company
3500 Packerland Drive
De Pere, WI 54115-9070

AMENDED DECLARATION
POLICY CHANGE OF EFFECTIVE DATE IS 05/04/2017

TEXAS
POLICY NUMBER: **AI03040989**
POLICY PERIOD: **02/09/2017 - 08/09/2017**
12:01 AM Standard Time

Mark Hermansen
Amy J Hermansen
1409 RIO GRANDE ST
SAN JUAN, TX 78589-4723

FOR CLAIMS SERVICE CALL:
1-888-404-5365
FOR CLIENT SERVICE CALL:
1-888-404-5365

COVERAGE/LIMIT	1 2013 HYUN ELANTRA GLS	3 2017 SUBA FORESTER 2.	4 2009 MAZD TRIBUTE I
BODILY INJURY LIABILITY $100,000 EACH PERSON $300,000 EACH ACCIDENT	**$126.00**	**$127.00**	**NONELECT**
PROPERTY DAMAGE LIABILITY $100,000 EACH ACCIDENT	**$41.00**	**$56.00**	**NONELECT**
PERSONAL INJURY PROTECTION $2,500 AGGREGATE LIMIT MEDICAL AND FUNERAL EXPENSES LOSS OF INCOME (INCOME PRODUCER) HOUSEHOLD SERVICES (NONINCOME PRODUCER)	**$28.00**	**$19.00**	
MEDICAL PAYMENTS $5,000 EACH PERSON	**$14.00**	**$10.00**	**NONELECT**
UNINSURED/UNDERINSURED MOTORISTS			
BODILY INJURY $50,000 EACH PERSON $100,000 EACH ACCIDENT	**$51.00**	**$51.00**	**NONELECT**
PROPERTY DAMAGE - $250 DEDUCTIBLE $25,000 EACH ACCIDENT	**$8.00**	**$6.00**	**NONELECT**
DAMAGE TO YOUR AUTO			
COLLISION DEDUCTIBLES CAR 1-$500 3-$500	**$126.00**	**$111.00**	**NONELECT**
OTHER THAN COLLISION DEDUCTIBLES CAR 1-$500 3-$500 4-$1000	**$23.00**	**$33.00**	**$15.00**
TOWING AND LABOR COSTS	**NONELECT**	**NONELECT**	**NONELECT**
RENTAL REIMBURSEMENT $35 PER DAY/$1050 PER OCCURRENCE	**$13.00**	**$12.00**	**NONELECT**
AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY FEE*	**$1.00**	**$1.00**	**$1.00**
TOTAL SEMIANNUAL PREMIUM PER VEHICLE	**$431.00**	**$426.00**	**$16.00**

TOTAL SEMIANNUAL PREMIUM – $873.00

Coverage is provided only when both a premium and limit are shown.

* NOTICE: A fee of $1.00 is payable in addition to the premium due under this policy. This fee partially or completely reimburses the insurer, as permitted by 28 TAC §5.205, for the $2.00 fee per motor vehicle year required to be paid to the Automobile Burglary and Theft Prevention Authority under *Vernon's Annotated Revised Civil Statutes of the State of Texas*, Article 4413(37), §10, which was effective on June 6, 1991, and revised effective September 1, 2011.

DRIVER INFORMATION

& ~ 1. Mark Hermansen
~ 2. Amy J Hermansen
~ 3. Kimberly J Bagwell
4.
5.
6.

& QUALIFIES FOR EDUCATION LEVEL DISCOUNT

~ QUALIFIES FOR SAFE DRIVING HISTORY

CAR INFORMATION

2013 HYUN 5NPDH4AE0DH263089
8,000 AVERAGE ANNUAL MILES
2017 SUBA JF2SJAGC2HH459525
17,500 AVERAGE ANNUAL MILES
2009 MAZD 4F2CZ02709KM04284
10,000 AVERAGE ANNUAL MILES

CARS KEPT AT LOCATION OTHER THAN RESIDENCE

YOUR POLICY HAS THE FOLLOWING DISCOUNTS:

MULTI-CAR, PREMIER SAFETY, FULL COVERAGE, MULTI PRODUCT, COSTCO
2013 HYUN - GARAGED, DUAL AND SIDE AIRBAGS
2017 SUBA - ANTI-THEFT DEVICE, GARAGED, DUAL AND SIDE AIRBAGS
2009 MAZD - ANTI-THEFT DEVICE, DUAL AND SIDE AIRBAGS

YOUR POLICY HAS THE FOLLOWING ENDORSEMENTS:

503A. UNINSURED/UNDERINSURED MOTORISTS - SPLIT LIMITS

523B. RENTAL REIMBURSEMENT COVERAGE
573A. SUPPLEMENTARY DEATH BENEFIT
530A. LOSS PAYABLE CLAUSE

LIENHOLDER INFORMATION

2013 HYUN ELANTRA GLS/ELANTRA LIMITED - Hyundai Auto Finance Dallas, TX
2017 SUBA FORESTER 2.5 I PREMIUM AWD - JP Morgan Chase Bank, N.A. Atlanta, GA

Hidalgo County Head Start Program
SIGN LANGUAGE INTERPRETING SERVICES
RFQ № 2017-004-04-28

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	15

Comments/Rationale For Points: This company has the qualified professional interpreters as requested in the RFQ. Will need to submit their staff qualifications.

2. Experience of Project Manager	25	25

Comments/Rationale For Points: This company has many years of experience in the field of sign language interpreting.

3. Experience/Availability of Project Manager	20	18

Comments/Rationale For Points: HCHSP worked with this company several years ago, at that time they were always readily available to assist us with their services

4. Understanding of Project	25	20

Comments/Rationale For Points: This company understands/meets the guidelines set forth in the RFQ, however needs to submit their staff qualifications.

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale For Points: Follows rules set forth in the RFQ. The Hidalgo County Head Start Program has a good working relationship with this company in the past.

Provider: Sign Language Interpreters

Evaluator(s): Edna Snider Date: 6/2/17

CONTRACT FOR SERVICES
SIGN LANGUAGE INTERPRETING SERVICES
C-17-004-08-01-B

STATE OF TEXAS **&**
&
COUNTY OF HIDALGO **&**

THIS CONTRACT (the "**Contract**") is made effective the **1st** day of **August, 2017** by and between Hidalgo County, Texas acting by and through the **HIDALGO COUNTY HEAD START PROGRAM**, (hereinafter the "**Program**") a federally funded program under the auspices of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas and **Sign Language Interpreters LLC. Dba A Sign Language Company** (hereinafter "**Provider**") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which **Provider** is licensed to provide, a description of such service is attached hereto as Exhibit "A" and incorporated herein for all purposes (the "**Services**");

WHEREAS, the **Provider** has agreed to provide the **Services** enumerated in this **Contract** for the **Program**;

WHEREAS, the **Program** is the recipient of certain federal funds to be utilized for the provision of **Services** to the participants of the **Program**;

WHEREAS, Program participants' (clients) are examined and treated by the **Provider**;

WHEREAS, the **Provider** will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the **Provider** and the **Program** mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following **Provider** and **Program** agrees as follows:

A. 1. The term of this **Contract** shall commence on **August 1, 2017** and shall terminate on the **31st** day of **July, 2018** unless extended or earlier terminated as provided herein. This **Contract** may be extended for one additional year on the same terms and condition if Program elects to do so by providing written notice to **Provider** as provided elsewhere herein.

2. **Provider** represents that **Provider** is licensed by the State of Texas, if required by law to perform the **Services**, is and qualified to perform and execute the **Services** described on Exhibit A attached hereto and incorporated herein at this point for all purpose. If such license is suspended or revoked, this **Contract** shall automatically be terminated. **Provider** shall immediately notify the **Program** of such suspension or revocation.

3. The **Provider** shall prepare, maintain and submit all records which are designated, required or prescribed by the **Program**, federal grantor agency, or County of Hidalgo. In

addition, the **Provider** shall permit the **Program**, the Department of Health and Human **Services** and the County of Hidalgo to audit and inspect records and reports, review services and /or evaluate the performance of the **Services** provided hereunder at any reasonable time. The **Provider** shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the **Program**.

4. In consideration for the above and foregoing, the **Provider** shall submit a monthly billing statement to the **Program** at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Carrera, CFO
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of **Services** rendered to the **Program** during the statement period. Upon receipt of said statement, the **Program** will process the requisition for payment in the usual customary manner utilized by the **Program**. The **Provider** shall be compensated based on the **Program's** fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The **Provider** must comply with all applicable **Program** and Hidalgo County policies. Notwithstanding the foregoing sentence, the **Provider** represents and maintains that **Provider** is an independent contractor and is not an employee of the **Program** or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that **Provider** does not desire or request any fringe benefits provided to employees of the **Program** or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The **Provider** agrees to

be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this **Contract**.

6. The **Program** and the **Provider** agree that **Program** may terminate this **Contract** at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: Raquel Merrill, Owner
Sign Language Interpreters LLC. dba
A Sign Language Company
5111 N. 10th # 291
McAllen, TX 78504

7. **Provider** agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the **Program** in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. **Provider** shall furnish the **Program** a certificate issued by their insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the **Provider** may not assign the obligation or rights under this **Contract** to any person without the prior written consent of the **Program**.

B. The **Provider's** employees, if any, who perform services for the **Program** under this **Contract** shall be bound by the provisions of the terms of this **Contract**. At the request

of the **Program**, the **Provider** shall provide adequate evidence that such persons are the **Provider's** employees.

C. The **Provider** will indemnify and hold harmless and defend the **Program** and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this **Contract**, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this **Contract** was the **Provider's** or that of any person providing services hereunder through or for **Provider**. Upon written notice from Hidalgo County and the **Program, Provider** will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or **Program**, any such claim(s) or action(s).

D. **THIS CONTRACT SHALL BE CONTRUED 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.**

E. In case any one or more of the provisions contained in this **Contract** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. **Contract Extension.** Hidalgo County Head Start Program reserves the right to extend this **Contract** for one year from the date of termination of the **Contract** period on the same rate and terms as negotiated by the parties. If the **Program** elects to extend this **Contract**, **Program** shall provide ninety (90) days written notice of intention to extend this **Contract** to **Provider** prior to the expiration of this **Contract**.

G. **No amendment**, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. **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 the **Program** under this **Contract**, the **Program** may terminate this **Contract** upon ninety (90) days written notice to **Provider**. **Program** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this **Contract** at the expiration of each budget period of **Program** pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. **Provider** will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the **Services** under this **Contract** or in the selection of associates, employees, or independent providers.

J. **Provider** will perform its **Services** at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the **Program**, and all currently accepted and approved methods and practices of the professional specialty relating to the **Services**.

K. **Provider** must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance. **Provider** shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **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 representation or **Contract** in connection with this **Contract** not specifically set forth herein. This **Contract** may be modified or amended only by **Contract** in writing executed by **Program** and **Provider** and not otherwise.

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

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
Raquel Merrill

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

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

Approved by Policy Council:
Approved by Commissioner's Court:

Exhibit A

Description of Interpreting Services

The Provider agrees to provide any services deemed necessary to interpret to any and all families referred to the Provider by the Hidalgo County Head Start Program. The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Must be willing to travel within the County.
(b) Interpret at Monthly Parent Committee Meetings.
(c) Interpret as needed for children's applications.
(d) Interpret for Parent / Teacher home visits and Parent Conferences.
(e) Interpret for ARD / IEP Meetings
(f) Interpret at scheduled staffing and as needed for other functions.
(g) Provide trilingual interpretation.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program. Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

The Hidalgo County Head Start Program agrees to ensure that:
(a) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 1, 2017 and shall complete services no later than July 31, 2018. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.
2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.
3. Confidentiality: Each party shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.
4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

Exhibit B
Fee Schedule

Sign Language Interpreters, LLC
2017 - 2018

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.
(if applicable)

1. The Provider shall be paid only for full and satisfactory completion of the following services:

Description of Service	FEE
Level I: Interpreting Services (Regular)	
Rate Per Hour (2 Hr. Minimum)	$40 per hour
OT Rate Per Hour (2 Hr. Minimum)	$60 per hour
Level II: Interpreting Services (Holidays)	
Rate per Hour (2 Hr. Minimum)	$60 per hour
OT Rate per Hour (2 Hr. Minimum)	$60 per hour

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:
2017-199886

Date Filed:
04/28/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
A Sign Language Company
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County 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.
c-17-004-08-01-B
Sign Language interpreting 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.

NOTARY PUBLIC STATE OF TEXAS
ESTELLA MACIAS
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 26, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Raquel R. Merrill, this the 28th day of April, 20 17, 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
	Estella Macias	Bank Officer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
State Farm
RUBEN CARDENAS
603 N TEXAS BLVD.
WESLACO, TX 78596

CONTACT NAME: RUBEN CARDENAS
PHONE (A/C, No, Ext): 956-968-4554 FAX (A/C, No): 956-969-1247
E-MAIL ADDRESS: ruben.cardenas.b3yp@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RAQUEL MERRILL
SIGN LANGUAGE INTERPRETER LLC
5111 N 10TH ST #291
MC ALLEN, TX 78504-2835

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 500,000
X	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			246 0080-D29-53	04/29/2017	10/29/2017	PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2013 BMW 335I CONVERTIBLE VIN:WBADX1C57DJ128775

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S BUS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ruben Cardenas

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NEGOTIATE CONTRACTS

AI-60775 **Planning Department** **19. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. **Preliminary Approval**

a. Fuentes Legacy Subdivision- Pct. 1 (Antonia & Efrain Fuentes, Owner) (Black Street & Adam Street)
No. of Lots: 2 Single Family
Flood Zone: X
Drainage: Yes, Drainage will be detained within the property by existing natural flow into Road Side Ditch.
ETJ: Yes, approved by the City of Weslaco.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Black Street.

b. Speedy Gonzalez Acres Subdivision- Pct. 1 (Jose M. & Esmeralda Gonzalez, Owner) (Mile 2 ½ East Road & Mile 9 North
Road)
No. of Lots: 5 Single Family
Flood Zone: X
Drainage: Yes, Drainage will be detained within the property by existing natural flow into Road Side Ditch.
ETJ: Yes, approved by the City of Mercedes.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Mercedes
Paved: Yes, Mile 2 ½ East Road.

c. Las Comadres No. 4 Subdivision- Pct. 3 (Carlos G. Leal, Jr., Owner) (Western Road & Mile 3 Road)
No. of Lots: 50 Single Family
Flood Zone: X

Drainage: Yes, Storm Sewer System discharging to an existing drainage basin owned by the HCDD#1.
ETJ: Yes, approved by the City of Mission.
Water: Yes, provided by Agua S.U.D.
Sewer: Yes, OSSF
Paved: Yes, Western Road and 3 proposed internal streets.

BACKGROUND

Fiscal Impact

Attachments

Fuentes Legacy;P
Speedy Glz.;P
Las Comadres No. 4;P

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 02:55 PM
Budget & Management	Veronica Ortiz	07/19/2017 02:55 PM
Linda Flores	Linda Flores	07/20/2017 02:35 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Flor Castillo		Started On: 07/19/2017 02:39 PM
Final Approval Date: 07/21/2017		

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 7-25-2017

PROPOSED **FUENTES LEGACY** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **NAIN ENGINEERING** DEVELOPER: **ANTONIA & EFRAIN FUENTES**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 2 ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **EAST SIDE OF BLACK STREET APPROXIMATELY 1,040 FEET NORTH OF ADAM STREET.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **WESLACO** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-28-2017** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED BY PERCULATION ON THE LOW GREEN AREA OF THE LOTS AND BY REGRADING THE ROAD SIDE DITCH.**

ROAD R.O.W. DEDICATION: **NO R.O.W. DEDICATION IS REQUIRED.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **7-05-2017** BY, **DANNY GUZMAN, PCT. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **6-23-2017** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER
SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **ISAAC MATA**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **4"** LOCATION: **BLACK STREET.**

H.C.E.O.C.PRELIMINARYAPPROVAL DATE: **6-23-2017** : BY **MARTIN RAMIREZ** ENVIRONMENTAL 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.

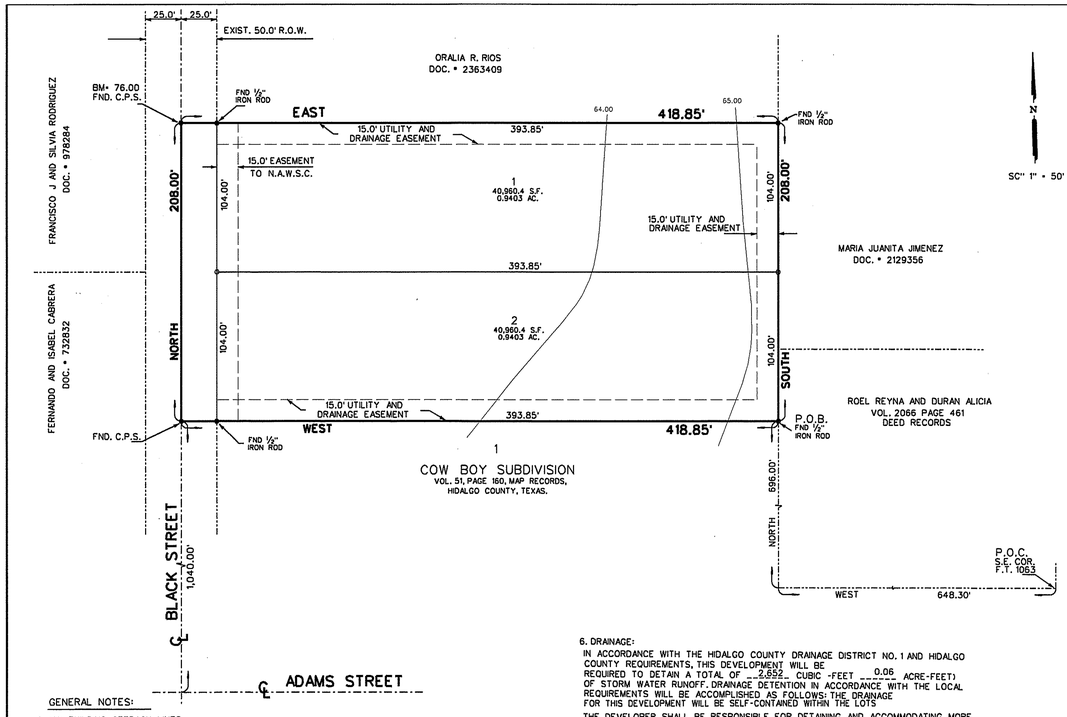
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **WESLACO**.
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *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.*

FUENTES LEGACY SUBDIVISION

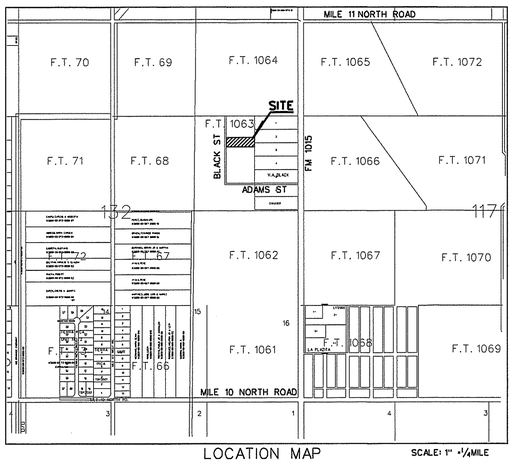
A 2.00 ACRE TRACT OF LAND OUT OF THE WEST 25.78 ACRES OF FARM TRACT 1063, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS.



GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 25.0'
   REAR 30.0' OR EASEMENT WHICH EVER IS GREATER
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF 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.
3. ● -DENOTES 1/2 " IRON ROD SET UNLESS OTHERWISE NOTED.
4. BENCHMARK NOTE:
   THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   BENCH MARK ELEV. = 76.00', N.G.V.D. 29, C.P.S. AT NORTHWEST CORNER OF THIS SUBDIVISION.
5. FLOOD ZONE DESIGNATION:
   FLOOD ZONE "X"
   AREAS OF 500-YEAR FLOOD; AREAS OF 100 YEAR FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND ARE PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
   COMMUNITY-PANEL No. 480334 0450 C
   MAP REVISED: JUNE 6, 2000
   MAP REVISED TO REFLECT LOMR: MAY-30-2002.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).



LOCATION MAP SCALE: 1" = 1/4 MILE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

FUENTES LEGACY SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN EAST SIDE OF HIDALGO COUNTY AND ON THE EAST SIDE OF BLACK STREET, 1,040.00 FEET NORTH OF ADAMS STREET. THE ONLY NEARBY MUNICIPALY IS THE CITY OF WESLACO ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 34,701/2010 CENSUS). FUENTES LEGACY SUBDIVISION LIES APPROXIMATELY 1.2 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

6. 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 2,692 CUBIC -FEET 0.06 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITHIN THE LOTS

   THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS ARE BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION
7. 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.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. 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. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE. AND MULTI-FAMILY 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 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.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:

1. ANCHORING OF SEPTIC TANK(s)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
11. EFRAIN AND ANTONIA FUENTES, THE OWNERS & SUBDIVIDERS OF FUENTES LEGACY SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
12. 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.
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 OCCUPANCY AN EASEMENT.
14. THE PURCHASE OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT REINFORCE CONCRETE PIPE NO LESS THAN 15 INCH IN DIAMETER AND 24 FEET IN LEGHT.
15. 4.0' CONC. SIDEWALK WILL BE CONSTRUCTED AT THE TIME OF BUILDING PERMIT PHASE. ALONG THE EAST SIDE OF BLACK STREET
16. A STREET LIGHT WILL BE REQUIRED AT THE TIME OF BUILDING PERMIT

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

METES AND BOUNDS

BEGINNING AT A ½" IRON ROF FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS WEST, 648.30 FEET AND NORTH 696.00 FEET FROM THE SOUTHEAST CORNER OF FARM TRACT 1063:

THENCE: WEST, PASSING A ½" IRON ROF FOUND AT 393.85 FEET FOR THE EAST R.O.W. LINE OF BLACK STREET, A TOTAL DISTANCE OF 418.85 FEET TO A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF BLACK STREET FOR THE SOUTHWEST CORNER OF THIS TRACT:

THENCE: NORTH, 208.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF THIS TRACT:

THENCE: EAST, PASSING A ½" IRON ROD FOUND AT 25.00 FEET FOR THE EAST R.O.W. LINE OF BLACK STREET, A TOTAL DISTANCE OF 418.85 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT:

THENCE: A DISTANCE OF 208.00 FEET TO THE POINT OF BEGINNING AND CONTAININIG 2.00 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCCESSORS, 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 BEGIN 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 WATERLINE 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 HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN 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 CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT 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_____ ,2017

OWNER: EFRAIN FUENTES DATE
5108 BLACK ST
WESLACO, TEXAS.

OWNER: ANTONIA FUENTES DATE
5108 BLACK ST
WESLACO, TEXAS.

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF_____ , 2017

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID No. 9 RIGHTS-OF-WAY AND/ OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. No. 9
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID No. 9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION. AS WILL HCCID No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
4. HCCID No. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

_____
GENERAL MANAGER

HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9

THE 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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FUENTES LEGACY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ , 2017.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST:_____
HIDALGO COUNTY CLERK DATE

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: ANTONIA FUENTES	5108 BLACK ST	WESLACO, TEXAS.	(956) 261-1979
ENGINEER: GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR: REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

DATE OF PREPARATION: MAY 29, 2017

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE EFRAIN FUENTES AND ANTONIA FUENTES OWNER OF THE 2.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED " FUENTES LEGACY SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, 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 CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS:
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: EFRAIN FUENTES DATE
5108 BLACK ST
WESLACO, TEXAS.

OWNER: ANTONIA FUENTES DATE
5108 BLACK ST
WESLACO, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED EFRAIN FUENTES AND ANTONIA FUENTES PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____ , 2017

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

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 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 E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF WESLACO DATE CITY SECRETARY DATE

THIS SUBDIVISION PLAT OF FUENTES LEGACY SUBDIVISION HAS BEEN SUBMITED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____ , 2017 A.D.

_____
CHAIRMAN, PLANNING & ZONING COMMISSION

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FUENTES LEGACY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____ , _____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR # 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Guille Cuellar,PE 7/7/17
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

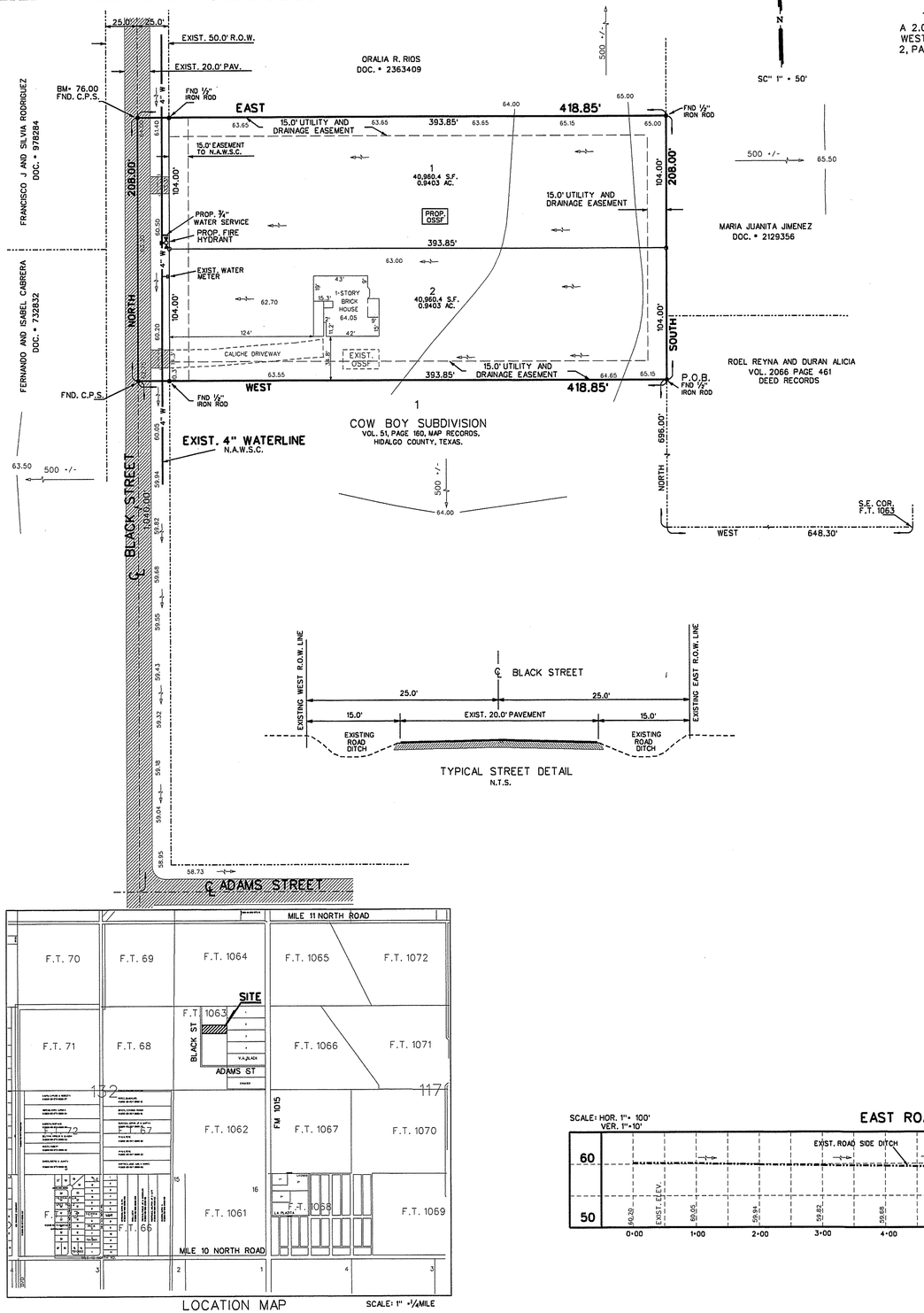
STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

SHEET 1 OF 2

INDEX TO SHEET OF FUENTES LEGACY SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND
	RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL
	CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE
	OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED:
	H.C.D.D. No. 1 CERTIFICATION: H.C.C.I.D. No. 9 CERTIFICATE
	OF APPROVAL: REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION):
	TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION,
	AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

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REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

FUENTES LEGACY SUBDIVISION

A 2.00 ACRE TRACT OF LAND OUT OF THE WEST 25.78 ACRES OF FARM TRACT 1063, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS.

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT. SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE EFRAIN FUENTES AND ANTONIA FUENTES SUBDIVIDERS OF FUENTES LEGACY SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: EFRAIN FUENTES DATE
5108 BLACK ST
WESLACO, TEXAS.

OWNER: ANTONIA FUENTES DATE
5108 BLACK ST
WESLACO, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED EFRAIN FUENTES AND ANTONIA FUENTES PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____ DAY OF _____, 2017

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

FUENTES LEGACY SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.). THE SUBDIVIDER, AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 4" DIAMETER WATERLINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF OF BLACK STREET

WATER DISTRIBUTION FOR FUENTES LEGACY SUBDIVISION CONSIST OF AN EXISTING WATER METER ON LOT 2, AND A 1-3/4" SINGLE WATER SERVICE FOR LOT 1, SAID SERVICE TERMINATE AT THE WATER METER BOX, AN A FIRE HYDRANT AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $5,600.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $750.00, WHICH COVERS THE COST FOR LOTS 1 AND 2, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR LOT 1

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. ,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

LOT 2 HAS AN EXISTING WATER METER

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM FUENTES LEGACY SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR ISACC MATA REG. # 11121, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS III SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $1,500.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON _____

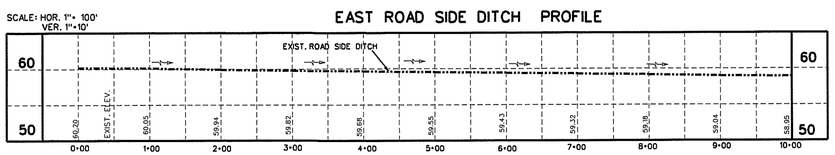
LOT 2 HAVE AND EXISTING OSSF

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METER AND FIRE HYDRANT WILL COST A GRAND TOTAL OF $6,350.00

SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,500.00



MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

DRAINAGE REPORT:

MAY 2017
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.
FUENTES LEGACY SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE EAST SIDE OF BLACK STREET
1,040.00 FEET NORTH OF ADAMS STREET

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X":
AREAS OF 500-YEAR FLOOD: AREAS OF 100 YEAR
FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT OR
WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE:
AND ARE PROTECTED BY LEVEES FROM 100-YEAR
FLOOD.
COMMUNITY-PANEL No. 480334 0450 C
MAP REVISED: JUNE 6, 2000.
MAP REVISED TO REFLECT LOMR: MAY 30, 2002.

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO SANDY CALY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED, LOT 2 HAVE AN EXISTING HOUSE
THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY (0.01%), EXISTING RUNOFF
(1.41 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS
THE WEST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF TWO LOTS FOR RESIDENTIAL USE.
THE STORM SEWER RUNOFF AFTER DEVELOPMENT WILL BE INCREASE 0.76 CFS FOR A TOTAL 1.90 CFS.
I HAVE CALCULATE THAT 2,652 CF OF STORM SEWER FOR A 25-YEAR DESIGN FREQUENCY AND WILL
DETEINED WITHIN THE PROPERTY BY EXISTING NATURAL LOW AND OUTFALLING INTO THE RE-GRADED
ROAD SIDE DITCH OF BLACK STREET. AN 18 PIPE WITH SAFETY END TREATMENT WILL BE REQUIRED AT
DRIVEWAYS

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
FLOOD ZONE "X"
AREAS OF 500-YEAR FLOOD: AREAS OF 100 YEAR
FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT OR
WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE:
AND ARE PROTECTED BY LEVEES FROM 100-YEAR
FLOOD.
COMMUNITY-PANEL No. 480334 0450 C
MAP REVISED: JUNE 6, 2000.
MAP REVISED TO REFLECT LOMR: MAY 30, 2002.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE FUENTES LEGACY SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE FUENTES LEGACY SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 4 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA BLACK STREET

DEL CONDUCTO DE AGUA DE 4 PULGADAS EXISTE UN MEDIDOR DE AGUA PARA EL LOTE 2, Y PARA EL LOTE 1 SE INSTALARA UN CONDUCTO DE AGUA DE ¾ DE PULGADA, EL MEDIDOR MECANICO DE AGUA Y MONO DE AGUA A UN COSTO TOTAL DE $6,600.00
PARA EL LOTE 1, EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C. $750.00 POR EL LOTE 1 Y 2. QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA EL LOTE 1. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE 1 SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

YA EXISTE UN MEDIDOR DE AGUA PARA EL LOTE 2

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. ISAAC MATA AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.
CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 60 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL. A UN COSTO TOTAL DE $1,500.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE _____

YA EXISTE UNA FOSA SEPTICA EN EL LOTE 2

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $6,350.00

DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $1,500.00 PARA EL LOTE 1.

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 6,350.00
SEPTIC TANK SYSTEM	$ 1,500.00
DRAINAGE	$ 000.00

7/1/17
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINNER # 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ANTONIA FUENTES	5108 BLACK ST	WESLACO, TEXAS.	(956) 261-1979
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 2OF 2

INDEX TO SHEET OF FUENTES LEGACY SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL
	CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED:
	H.C.D.D. No. 1 CERTIFICATION: H.C.C.I.D. No. 9 CERTIFICATE
	OF APPROVAL: REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 7-25-2017

PROPOSED **SPEEDY GONZALEZ ACRES** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **GARZA-GARZA CONSULTING ENGINEERS** DEVELOPER: **JOSE M. & ESMERALDA GONZALEZ**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **5** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **EAST OF MILE 2 ½ EAST ROAD APPROXIMATELY 1/4 MILE SOUTH FROM MILE 9 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **MERCEDES** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-15-2017** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED BY PERCULATION ON THE LOW GREEN AREA OF THE LOTS AND BY REGRADING THE ROAD SIDE DITCH.**

ROAD R.O.W. DEDICATION: **25.00 FEET ONTO MILE 2 ½ EAST.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **7-05-2017** BY, **DANNY GUZMAN, PCT. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **N/A** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER

SEWER SYSTEM: ☒ SANITARY SEWER BY: **MERCEDES** LINE SIZE: **8"** LOCATION: **MILE 2 ½ EAST .**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **6"** LOCATION: **MILE 2 ½ EAST.**

H.C.E.O.C.PRELIMINARYAPPROVAL DATE: **6-16-2017** : BY **MARTIN RAMIREZ** ENVIRONMENTAL 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: _____, __

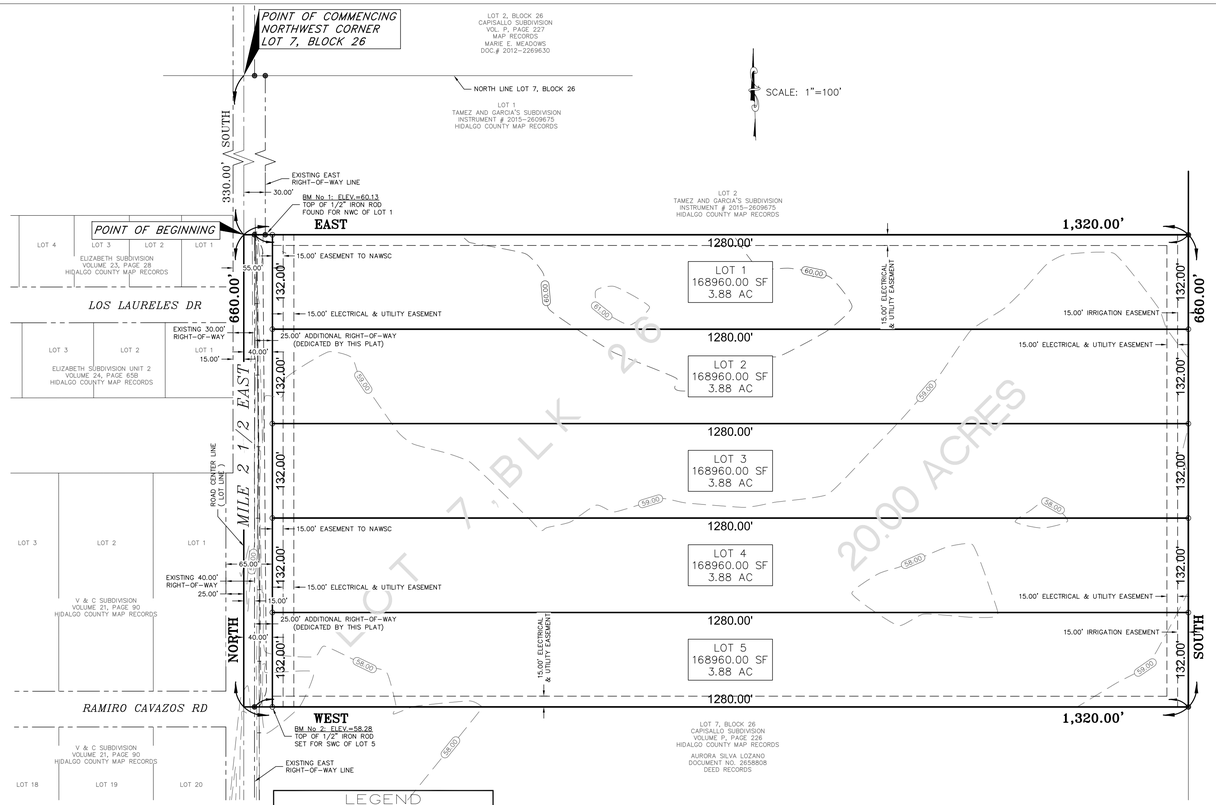
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **MERCEDES**.

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *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.*



LEGEND

- ● – FOUND 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD
- ⌀ – POWER POLE
- ⋈ – WATER VALVE
- ▣ – WATER METER
- ⊕ – FIRE HYDRANT
- Ⓢ – SANITARY SEWER MANHOLE
- ◎ – IRRIGATION STAND PIPE
- –X–X– – FENCE
- –~–~– – DRAINAGE NATURAL FLOW

ELEVATIONS
- – NATURAL GROUND
- – EDGE OF PAVEMENT (TOP)
- – TOP OF ASPHALT

NORTH ALAMO WATER SUPPLY CORPORATION 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 AND 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 LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT

THIS____DAY OF_____, 2017.

JOSE M. GONZALEZ PEÑA
2410 MILE 4 NORTH
MERCEDES, TX 78578

ESMERALDA GONZALEZ
2410 MILE 4 NORTH
MERCEDES, TX 78578

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NUMBER 480334 0450 C EFFECTIVE DATE: JUNE 6, 2000 (REVISED TO REFLECT LOMR DATED MAY 30, 2002 CASE No. 02-06-715P)

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NUMBER 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

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: 50.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
REAR: 30.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
SIDE: 6.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. (ANY OTHER NON-RESIDENTIAL USE SHALL REQUIRE PLANNING DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF ROAD 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. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. NO. 1: ELEVATION=60.13, N.A.V.D. 83; DESCRIPTION: TOP OF 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF PROPOSED LOT 1.

B.M. NO. 2: ELEVATION=58.28, N.A.V.D. 83; DESCRIPTION: TOP OF 1/2" IRON ROD SET FOR THE SOUTHWEST CORNER OF PROPOSED LOT 5.

6. 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 21.034 CUBIC-FEET OR 0.48 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE DETAINED ON PROPOSED DRAINAGE GREEN AREAS / SWALES. PER LOT DETENTION AS FOLLOWS:

LOT 1: 4,207 CF OR 0.096 AC-FT
LOT 2: 4,207 CF OR 0.096 AC-FT
LOT 3: 4,207 CF OR 0.096 AC-FT
LOT 4: 4,207 CF OR 0.096 AC-FT
LOT 5: 4,207 CF OR 0.096 AC-FT

7. 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.

8. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO DWELLING PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. 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.

11. 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.

12. 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.

13. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.

14. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS REQUIRED BY TCEQ.

15. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR MULTI-FAMILY 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.

16. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT REINFORCED CONCRETE PIPE (RCP) NOT LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH AT THE TIME OF BUILDING PERMIT.

17. UTILITY PROVIDERS:
POWER: MVEC
WATER: NORTH ALAMO WATER SUPPLY CORP. (NAWSC)
SEWER: CITY OF MERCEDES

18. NO SIDEWALKS REQUIRED ON THIS PLAT.

THE 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

PRINCIPAL CONTACTS:

NAME		ADDRESS	PHONE(S)
OWNER:	JOSE M. GONZALEZ AND ESMERALDA GONZALEZ	2410 MILE 4 NORTH – MERCEDES, TX 78578	(956) 998-6589 (956) 373-7077
ENGINEER:	INEZ B. GARZA JR. P.E.	3011 SAN FELIPE ST. – SAN JUAN, TX 78589	(956) 451-4729 (956) 905-2360
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM 88 – MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

INDEX OF SHEETS

SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING & PROP. R.O.W.; AREA MAP; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND PRECINCT; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS' ACKNOWLEDGMENT; N.A.W.S.C. EASEMENT; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL, H.C.D.D. No. 1, HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9, SURVEYOR'S, ENGINEER'S, CITY OF MERCEDES PLANNING & ZONING AND CITY MAYOR.
SHEET 2	UTILITIES: WATER DISTRIBUTION AND SANITARY SEWER SYSTEM PLAN & DETAILS, ENGINEER REPORTS AND CERTIFICATIONS, SUBDIVIDER CERTIFICATION AND STATEMENT.
SHEET 3	DRAINAGE: TOPOGRAPHY & DRAINAGE PLAN & DETAILS, DRAINAGE REPORT; ENGINEER'S CERTIFICATION; EXISTING ROADSIDE DITCH PLAN & PROFILE VIEW.

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE) , JOSE M. GONZALEZ PEÑA AND ESMERALDA GONZALEZ, AS OWNERS OF THE 20.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SPEEDY GONZALEZ ACRES SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, 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.

JOSE M. GONZALEZ PEÑA
2410 MILE 4 NORTH
MERCEDES, TX 78578

ESMERALDA GONZALEZ
2410 MILE 4 NORTH
MERCEDES, TX 78578

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JOSE M. GONZALEZ PEÑA AND ESMERALDA GONZALEZ PROVED TO ME THROUGH HIS/HER/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) IS/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 HE/SHE/THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2017.

NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SPEEDY GONZALEZ ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 20____.

HIDALGO COUNTY JUDGE ATTEST: HIDALGO COUNTY CLERK

DRAINAGE DISTRICT CERTIFICATE

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 TEXAS WATER CODE NO. 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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY DATE

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 CERTIFICATE

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

(H.C.C.I.D. No. 9) DATED THIS _____ DAY OF _____ 20__.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.C.I.D. No. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. No. 9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

GENERAL MANAGER
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

STATE OF TEXAS – CITY OF MERCEDES
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF MERCEDES, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

I, THE UNDERSIGN CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MERCEDES, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

PLANNING AND ZONING COMMISSION CHAIRMAN DATE

SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

JOSE MARIO GONZALEZ DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 5571

STATE OF TEXAS – REGISTERED – JOSE MARIO GONZALEZ – 5571 – PROFESSIONAL LAND SURVEYOR

ENGINEER CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

INEZ B. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS – REGISTERED – INEZ B. GARZA JR. – 60824 – PROFESSIONAL ENGINEER

METES AND BOUNDS DESCRIPTION

A 20.00 ACRE TRACT OF LAND BEING OUT OF LOT 7, BLOCK 26, CAPISALLO SUBDIVISION, AS RECORDED IN VOLUME P, PAGE 227, MAP RECORDS, HIDALGO COUNTY, TEXAS AND SAID 20.00 ACRE TRACT IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING ON THE NORTHWEST CORNER OF SAID LOT 7 IN THE RIGHT-OF-WAY OF MILE 2 1/2 ROAD, THENCE, SOUTH, WITH THE WEST LINE OF SAID LOT 7, A DISTANCE OF 330.00' TO A 1/2" IRON ROD FOUND, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

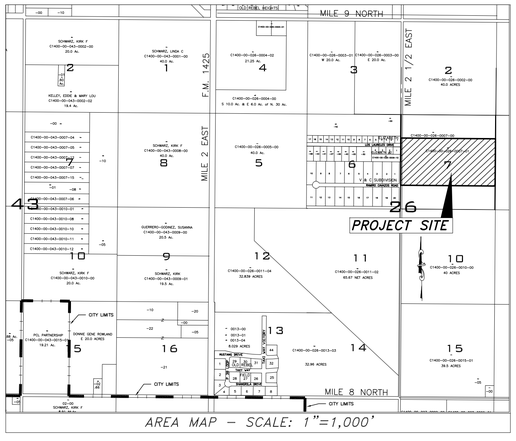
THENCE EAST, AT A DISTANCE OF 15.00' PASS A 1/2" IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID MILE 2 1/2 ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00' TO THE EAST LINE OF SAID LOT 7, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH, WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 660.00' TO A 1/2" IRON ROD FOUND, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE WEST, AT A DISTANCE OF 1305.00' PASS A 1/2" IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID MILE 2 1/2 ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00' TO THE WEST LINE OF SAID LOT 7 IN THE RIGHT-OF-WAY OF SAID MILE 2 1/2 ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH, WITH THE WEST LINE OF SAID LOT 7 WITHIN THE RIGHT-OF-WAY OF SAID MILE 2 1/2 ROAD, A DISTANCE OF 660.00' TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES OF LAND MORE OR LESS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
SPEEDY GONZALEZ ACRES SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE EASTERLY SIDE OF HIDALGO COUNTY, ALONG THE EAST SIDE OF MILE 2 1/2 EAST APPROXIMATELY 1,650 FEET (0.31 OF A MILE) SOUTH OF MILE 9 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES. ACCORDING TO THE U.S. CENSUS BUREAU, THE POPULATION IS 15,570 – 2010 CENSUS. SPEEDY GONZALEZ ACRES SUBDIVISION LIES OUTSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF CITY OF MERCEDES UNDER LOCAL GOVERNMENT CODE § 212.001.



AREA MAP – SCALE: 1"=1,000'

SUBDIVISION PLAT OF:

SPEEDY GONZALEZ ACRES SUBDIVISION

A 20.00 ACRE TRACT OF LAND BEING OUT OF LOT 7, BLOCK 26, CAPISALLO SUBDIVISION, AS RECORDED IN VOLUME P, PAGE 227, MAP RECORDS, HIDALGO COUNTY, TEXAS.

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
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FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
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DATE OF PREPARATION: JUNE 17, 2017

CITY OF MERCEDES ETJ – HIDALGO COUNTY | PAGE: 1 OF 3

FINAL ENGINEERING REPORT FOR SPEEDY GONZALEZ ACRES SUBDIVISION

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

SPEEDY GONZALEZ ACRES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("NAWSC"). THE SUBDIVIDER, AND NAWSC HAVE ENTERED INTO A CONTRACT IN WHICH NAWSC HAS PROMISED TO RESERVE A WATER METER FOR EACH OF THESE LOTS AND TO PROVIDE SUFFICIENT WATER TO THIS SUBDIVISION FOR AT LEAST 30 YEARS AND NAWSC HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF SPEEDY GONZALEZ ACRES SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 6" (INCH) WATER LINE ON THE WEST SIDE OF MILE 2 1/2 EAST ROAD. WATER DISTRIBUTION FOR THIS SUBDIVISION CONSISTS OF TWO – 1" (INCH) DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO A 3/4" (INCH) DIAMETER SINGLE SERVICE LINES, AND ONE – 3/4" (INCH) DIAMETER SINGLE SERVICE LINE. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT, TOTALING (5) METERS. THE DUAL SERVICES AND 3/4" SINGLE SERVICE, INCLUDING THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $_____ , WHICH EQUALS TO $_____ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID "N.A.W.S.C." THE SUM OF $_____ , WHICH COVERS THE $_____ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT, WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C UPON REQUEST BY THE LOT OWNER, N.A.W.S.C WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

SPEEDY GONZALEZ ACRES SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF MERCEDES. THE SUBDIVIDER AND CITY OF MERCEDES. HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF MERCEDES HAS PROMISED TO TREAT THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF MERCEDES HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. CITY OF MERCEDES HAS AN EXISTING 8" DIAMETER SEWER LINE RUNNING NORTH–SOUTH ALONG THE EAST SIDE OF MILE 2 1/2 EAST ROAD. WASTEWATER SYSTEM CONSISTS OF TWO – 6" SERVICE LINES SPLITTING INTO (2) 4" SINGLE SERVICES, AND ONE – 4" SINGLE SERVICE THAT TAPS INTO THE EXISTING 8" SEWER LINE. THE TWO – 6" SERVICE LINES SPLITTING INTO (2) 4" SINGLE SERVICES, AND THE ONE – 4" SINGLE SERVICE HAVE BEEN INSTALLED, AT A TOTAL COST OF $_____ , WHICH EQUALS TO $_____ PER LOT, INCLUDING THE COST OF ALL RELATED APPURTENANCES. IN ADDITION, THE SUBDIVIDER HAS PAID CITY OF MERCEDES THE SUM OF $_____ WHICH COVERS THE $_____ PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO CITY OF MERCEDES. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY CITY OF MERCEDES AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ACTUAL COSTS FOR THE INSTALLED WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED, INCLUDING WATER METERS AND WATER METER BOXES. THE TOTAL COST FOR THIS WATER SYSTEM INCLUDING ALL N.A.W.S.C. FEES WAS $_____, FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $_____ PER LOT.

SEWAGE FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED AND THE TOTAL COST WAS $_____, FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $_____ PER LOT (ALL INCLUSIVE).

INEZ B. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS · INEZ B. GARZA JR. · 60824 · REGISTERED · PROFESSIONAL ENGINEER

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SPEEDY GONZALEZ ACRES SUBDIVISION

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION "SPEEDY GONZALEZ ACRES SUBDIVISION" RECIBIRA SU PROVISION DE AGUA DE "NORTH ALAMO WATER SUPPLY CORPORATION" (LA COMPANIA DE AGUA NAWSC) ("NAWSC"). EL DUEÑO DE LA SUBDIVISION Y LA COMPANIA NAWSC HAN FIRMADO UN CONTRATO DONDE NAWSC HA PROMETIDO A RESERVAR UN MEDIDOR DE AGUA PARA CADA SOLAR, POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. NAWSC HA PRESENTADO DOCUMENTACION DEMONSTRANDO A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESSIBLE PARA SERVIR EN EL FUTURO A ESTE DESARROLLO DE SPEEDY GONZALEZ ACRES SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA DE AGUA DE 6" (PULGADAS) DE DIAMETRO EN EL LADO OESTE DE LA CALLE "MILE 2 1/2 EAST ROAD". EL SISTEMA DE DISTRIBUCION DE AGUA PARA ESTA SUBDIVISION CONSISTE DE DOS SERVICIOS DOBLES DE 1" (PULGADA) DE DIAMETRO QUE SE SEPARAN A SERVICIOS SINGULARES DE 3/4" (PULGADAS) DE DIAMETRO CONECTANDO ALA CAJA DEL MEDIDOR, Y (1) SERVICIO SINGULAR DE 3/4" (PULGADAS) DE DIAMETRO CONECTANDO ALA CAJA DEL MEDIDOR, CON UN TOTAL DE (CINCO) MEDIDORES. LOS DOS SERVICIOS DOBLES DE 1" (PULGADA) DE DIAMETRO, Y EL SERVICIO SINGULAR DE 3/4" DE (PULGADA) DE DIAMETRO CON LOS MEDIDORES YA SE HAN INSTALADO A UN COSTO TOTAL DE $_____ QUE ES IGUAL A $_____ POR LOTE. EL DUEÑO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A "NAWSC" UNA SUMA DE $_____ QUE CUBRE EL COSTO DE $_____ POR SOLAR, COMO LO INDICA EL CONTRATO DE GARANTIA DE SERVICIO DE AGUA POR 30 AÑOS DE NAWSC, QUE INCLUYE LOS COSTOS DE DERECHOS DE AGUA, LOS MEDIDORES DE AGUA, LAS CAJAS PARA LOS MEDIDORES, CUOTAS DE SERVICIO DE AGUA, Y CUALQUIER OTRO TIPO DE CUOTAS RELACIONADAS CON CONECTAR EL SERVICIO DE AGUA DE CADA SOLAR A NAWSC. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPANIA DE NAWSC LO INSTALARA SIN ALGUN GASTO AL DUEÑO. EL SISTEMA DE SERVICIO DE AGUA HA SIDO APROBADO Y ACEPTADO POR "NAWSC" Y TAMBIEN, EL SISTEMA DE DISTRIBUCION DE AGUA ESTA FUNCIONANDO DESDE LA FECHA QUE ESTE MAPA O "PLAT" FUE REGISTRADO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN SPEEDY GONZALEZ ACRES SUBDIVISION RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE MERCEDES. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE MERCEDES HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE MERCEDES HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

LA CIUDAD DE MERCEDES TIENE UN CONDUCTO DE DRENAJE DE 8" (PULGADAS) DE DIÁMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VÍA (RIGHT–OF–WAY) DE LA CARRETERA "MILE 2 1/2 EAST ROAD". EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN SPEEDY GONZALEZ ACRES SUBDIVISION CONSISTE DE DOS SERVICIOS DE 6" (PULGADAS) DE DIAMETRO DOBLES QUE SE SEPARAN A SERVICIOS SINGULARES DE 4" (PULGADAS) DE DIAMETRO, Y UN SERVICIO SINGULAR DE 4" (PULGADAS) DE DIAMETRO QUE SE CONECTAN A EL CONDUCTO EXISTENTE DE 8" (PULGADAS) DE DIAMETRO. LOS DOS SERVICIOS DE 6" (PULGADAS) DE DIAMETRO DOBLES QUE SE SEPARAN A SERVICIOS SINGULARES DE 4" (PULGADAS) DE DIAMETRO, Y EL SERVICIO SINGULAR DE 4" (PULGADAS) DE DIAMETRO HAN SIDO INSTALADAS A UN COSTO TOTAL DE $_____ QUE ES IGUAL A $_____ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE MERCEDES UN COSTO TOTAL DE $_____, O $_____ POR LOTE PARA TODAS LAS CUOTAS O MEMBRESIAS RELACIONADAS CON EL SISTEMA DE DRENAJE SANITARIO. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

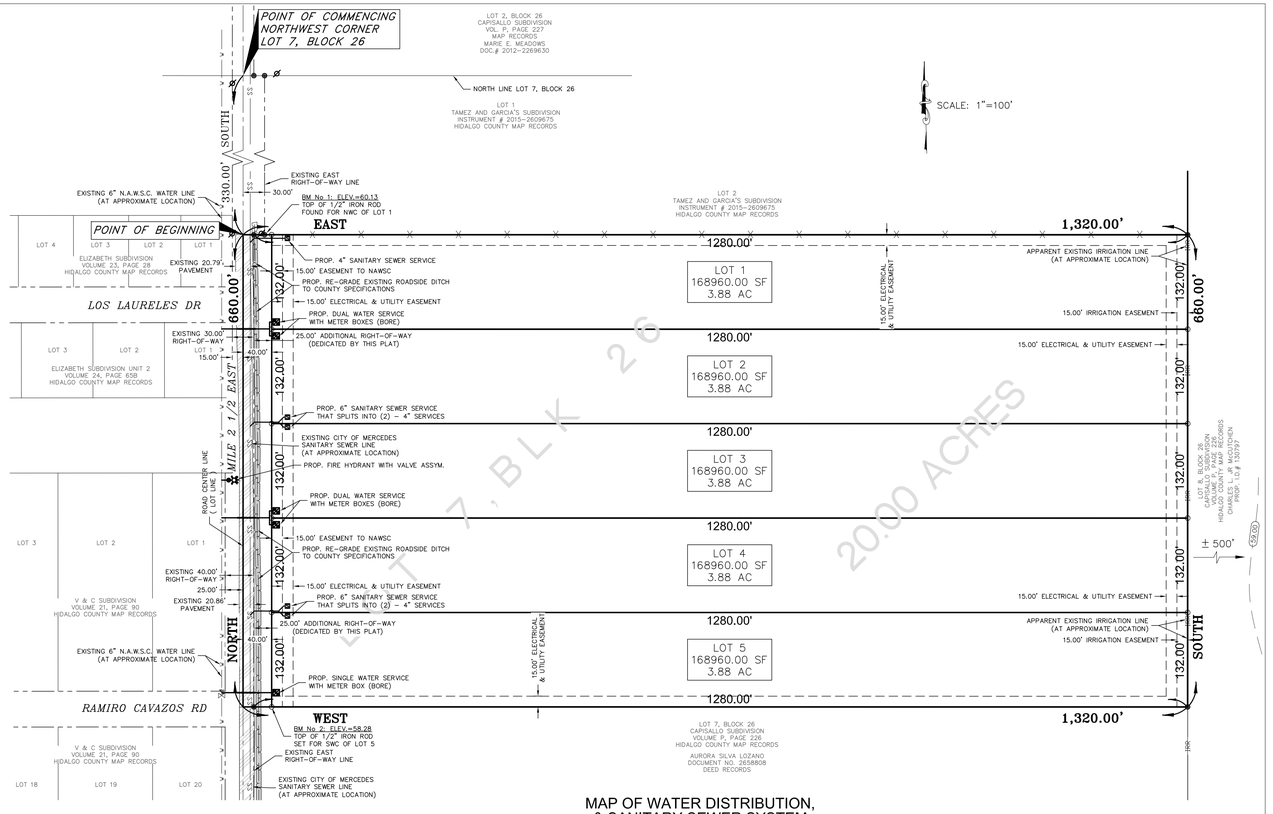
CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: TODO EL SISTEMA/SERVICIO DE AGUA A SIDO INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA, A UN COSTO TOTAL DE $_____, O $_____ POR LOTE.

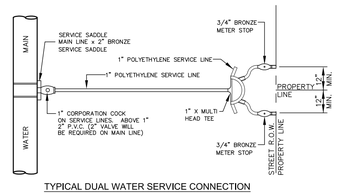
DRENAJE: TODO EL SISTEMA DE DRENAJE SANITARIO A SIDO INSTALADO Y COMPLETAMENTE CONSTRUIDO A UN COSTO TOTAL DE $_____, O $_____ POR LOTE POR LOTE (TODO INCLUIDO).

INEZ B. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

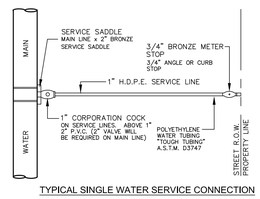
STATE OF TEXAS · INEZ B. GARZA JR. · 60824 · REGISTERED · PROFESSIONAL ENGINEER



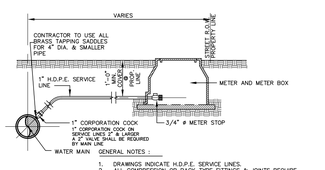
MAP OF WATER DISTRIBUTION, & SANITARY SEWER SYSTEM



TYPICAL DUAL WATER SERVICE CONNECTION



TYPICAL SINGLE WATER SERVICE CONNECTION



GENERAL NOTES :

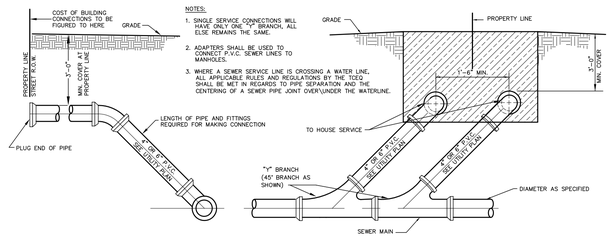
1. DRAWINGS INDICATE H.D.P.E. SERVICE LINES.
2. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
3. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 4" P.V.C. SCH40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 2.5 FEET ON EACH SIDE.

TYPICAL WATER SERVICE CONNECTION

LEGEND

- ● – FOUND 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD
- ⊗ – POWER POLE
- ⋈ – WATER VALVE
- ⋈ – WATER METER
- ⋈ – FIRE HYDRANT
- Ⓢ – SANITARY SEWER MANHOLE
- ◎ – IRRIGATION STAND PIPE
- –x–x– – FENCE
- ◄~~~ – DRAINAGE NATURAL FLOW

ELEVATIONS
- 100.00 – NATURAL GROUND
- 100.00 EP – EDGE OF PAVEMENT (TOP)
- 100.00 TA – TOP OF ASPHALT



TYPICAL SANITARY SEWER SERVICE CONNECTION DETAIL

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I (WE), JOSE M. GONZALEZ PEÑA AND ESMERALDA GONZALEZ SUBDIVIDER(S) OF SPEEDY GONZALEZ ACRES SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND/OR CITY OF MERCEDES AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

JOSE M. GONZALEZ PEÑA
2410 MILE 4 NORTH
MERCEDES, TX 78578

ESMERALDA GONZALEZ
2410 MILE 4 NORTH
MERCEDES, TX 78578

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JOSE M. GONZALEZ PEÑA AND ESMERALDA GONZALEZ PROVED TO ME THROUGH HIS/HER/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) IS/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 HE/SHE/THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2017.

NOTARY PUBLIC MY COMMISSION EXPIRES

MAP OF WATER DISTRIBUTION & SANITARY SEWER SYSTEM FOR:

SPEEDY GONZALEZ ACRES SUBDIVISION

A 20.00 ACRE TRACT OF LAND BEING OUT OF LOT 7, BLOCK 26, CAPISALLO SUBDIVISION, AS RECORDED IN VOLUME P, PAGE 227, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE 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

RIO DELTA SURVEYING

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956–380–5154 (FAX) 956–380–5156
EMAIL: MARIO@RIODELTASURVEYING.COM
TBPLS FIRM # 10013900

DATE OF PREPARATION: JUNE 17, 2017

GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
OFFICE: (956) 905-2360
CELL: (956) 451-4729

CITY OF MERCEDES ETJ – HIDALGO COUNTY | PAGE: 2 OF 3

INDEX OF SHEETS

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SHEET 2	UTILITIES; WATER DISTRIBUTION AND SANITARY SEWER SYSTEM PLAN & DETAILS, ENGINEER REPORTS AND CERTIFICATIONS, SUBDIVIDER CERTIFICATION AND STATEMENT.
SHEET 3	DRAINAGE; TOPOGRAPHY & DRAINAGE PLAN & DETAILS, DRAINAGE REPORT; ENGINEER'S CERTIFICATION; EXISTING ROADSIDE DITCH PLAN & PROFILE VIEW.

PRINCIPAL CONTACTS:

NAME		ADDRESS	PHONE(S)
OWNER: JOSE M. GONZALEZ AND ESMERALDA GONZALEZ		2410 MILE 4 NORTH – MERCEDES, TX 78578	(956) 998–6589 (956) 373–7077
ENGINEER: INEZ B. GARZA JR.	P.E.	3011 SAN FELIPE ST. – SAN JUAN, TX 78589	(956) 451–4729 (956) 905–2360
SURVEYOR: JOSE MARIO GONZALEZ	R.P.L.S.	24593 FM 88 – MONTE ALTO, TX 78538	(956) 380–5154 (956) 380–5156

DRAINAGE STATEMENT
JUNE 12, 2017
PREPARED BY: INEZ B. GARZA JR., P.E.
SPEEDY GONZALEZ ACRES SUBDIVISION
CITY OF MERCEDES
HIDALGO COUNTY, TEXAS

SPEEDY GONZALEZ ACRES SUBDIVISION IS A (5) FIVE RESIDENTIAL LOT SUBDIVISION CONSISTING OF A 20.00 ACRE TRACT OF LAND BEING OUT OF LOT 7, BLOCK 26, CAPISALLO SUBDIVISION, AS RECORDED IN VOLUME P, PAGE 227, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE SUBDIVISION IS IN ZONE "X" (SHADED) – AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD., ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0450 C EFFECTIVE DATE: JUNE 6, 2000 (REVISED TO REFLECT LOMR DATED MAY 30, 2002 CASE No. 02–06–715P)

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSIST OF MERCEDES CLAY (39) AND RAYMONDVILLE CLAY LOAM (52) WITH 0 TO 1 % SLOPES. THIS SOILS ARE MODERATELY WELL–DRAINED, SURFACE RUNOFF MEDIUM TO HIGH, AND WATER CAPACITY VERY LOW TO MODERATELY HIGH.

EXISTING RUNOFF FLOWS OVERLAND IN A SOUTHWESTERLY DIRECTION TO AN EXISTING ROADSIDE DITCH ON FRONT OF THIS PROPERTY. STORM WATER FLOWS SOUTH VIA THE EXISTING ROADSIDE DITCH TO AN EXISTING DRAIN PIPE LOCATED APPROXIMATELY 330 FEET SOUTH OF THIS PROPERTY. THE DRAIN PIPE CROSSES MILE 2 1/2 EAST ROAD AND OUTFALLS TO AN EXISTING HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 DRAIN DITCH ON THE WEST SIDE OF THE ROAD. STORM WATER IS THEN CONVEYED TO THE NORTH I.B.W.C. FLOODWAY AND TO A FINAL OUTFALL AT THE LAGUNA MADRE.

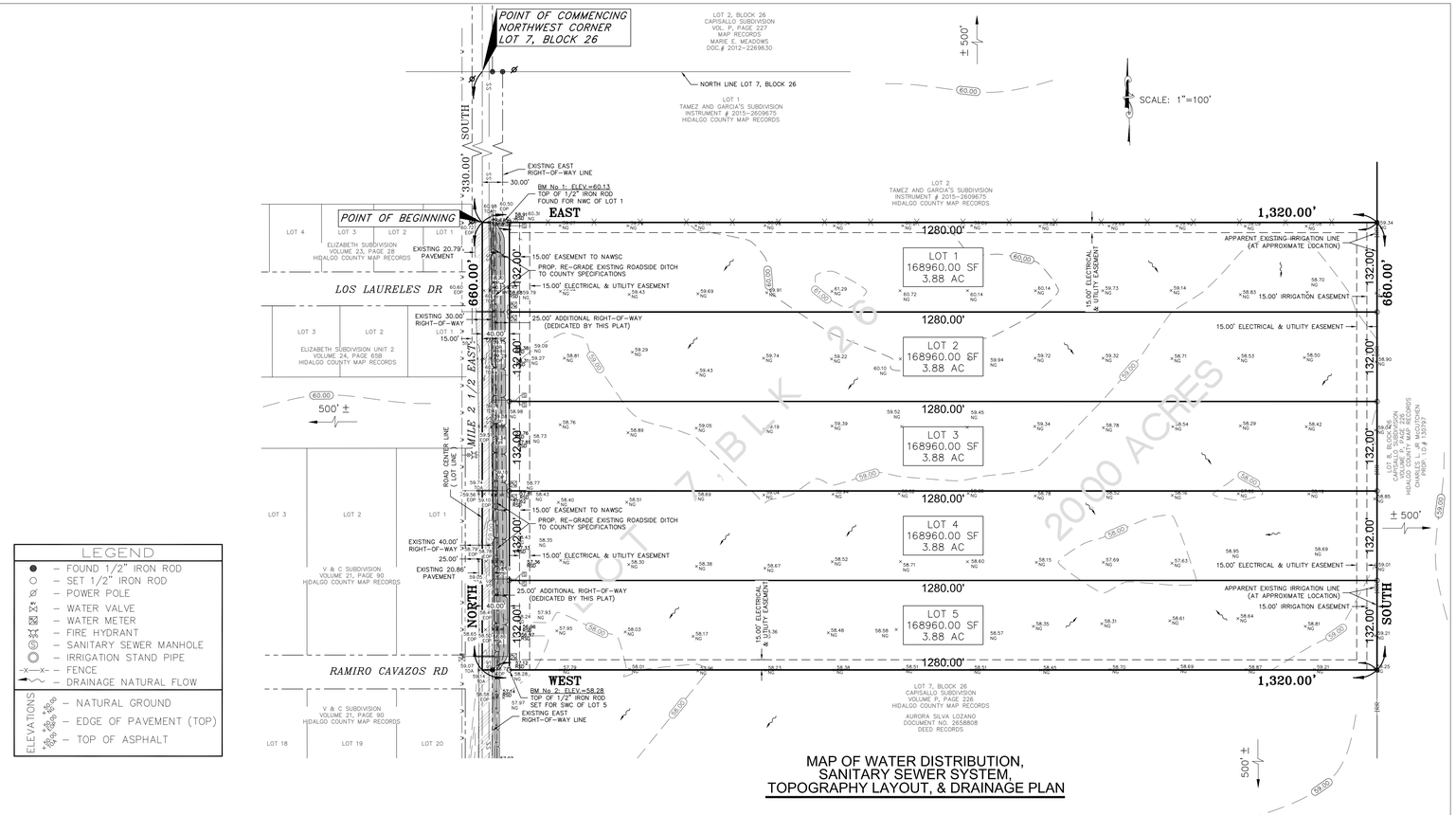
USING THE RATIONAL METHOD, WE HAVE DETERMINED THAT A 10–YEAR RAINFALL EVENT WILL GENERATE APPROXIMATELY 12.74 CFS OF STORM RUNOFF ON THIS PROPERTY. WE HAVE ALSO USED THE RATIONAL METHOD TO DETERMINE THAT THE IMPROVED SUBDIVISION WILL GENERATE AN ESTIMATED 19.97 CFS OF RUNOFF FOR THE SAME 10–YEAR RAINFALL EVENT.

IN ACCORDANCE WITH HIDALGO COUNTY'S AND CITY OF MERCEDES'S DRAINAGE REQUIREMENTS, WE HAVE CALCULATED THAT APPROXIMATELY 21,034 CF OR 0.48 AC–FT OF STORM RUNOFF WILL NEED TO BE DETAINED ONSITE. THIS RUNOFF WILL BE DETAINED ON PROPOSED DRAINAGE GREEN AREAS / SWALES WITHIN THE PROPOSED LARGE LOTS. ALSO, THE ROADSIDE DITCH ALONG MILE 2 1/2 EAST WILL BE REGRADED / EXCAVATED TO COUNTY SPECIFICATIONS. OVERFLOW WILL BE RELEASED TO FOLLOW THE NATURAL DRAINAGE PATTERNS OF THE AREA. A DRAINAGE PLAN TO BE APPROVED BY HIDALGO COUNTY PLANNING DEPARTMENT BEFORE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN ZONE "X" (SHADED) AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD, ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0450 C EFFECTIVE DATE: JUNE 6, 2000 (REVISED TO REFLECT LOMR DATED MAY 30, 2002 CASE No. 02–06–715P)

INEZ B. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS · INEZ B. GARZA JR. · 60824 · REGISTERED PROFESSIONAL ENGINEER

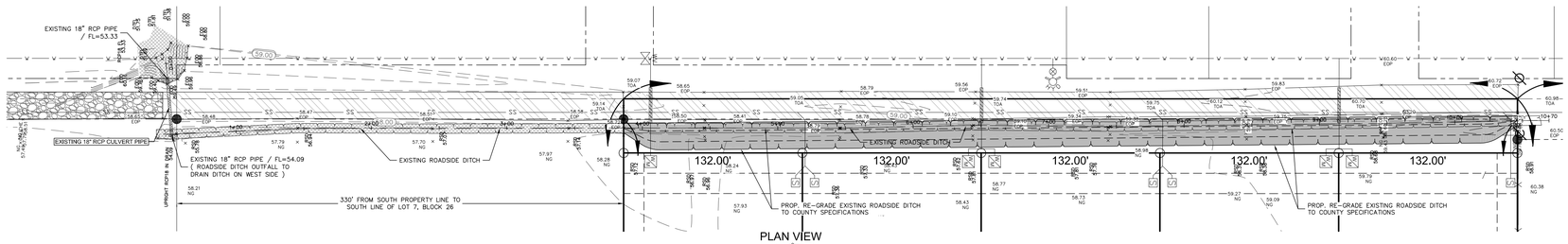


MAP OF WATER DISTRIBUTION, SANITARY SEWER SYSTEM, TOPOGRAPHY LAYOUT, & DRAINAGE PLAN

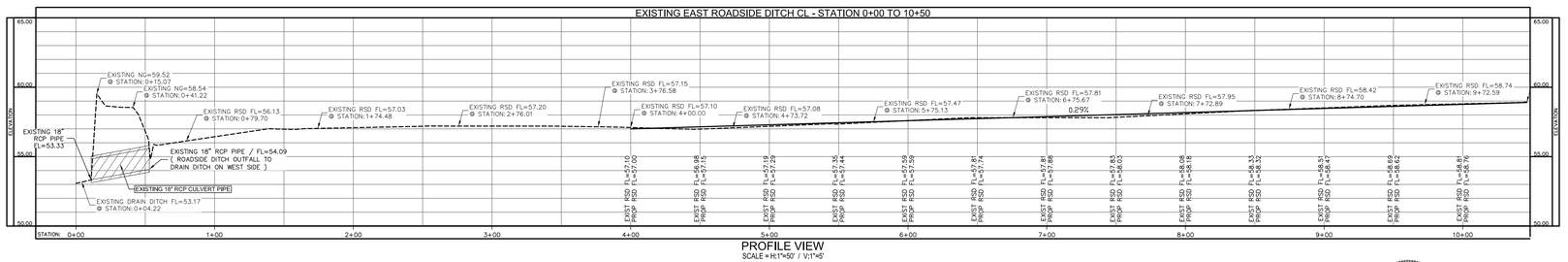
LEGEND

- ● – FOUND 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD
- – POWER POLE
- – WATER VALVE
- – WATER METER
- – FIRE HYDRANT
- – SANITARY SEWER MANHOLE
- – IRRIGATION STAND PIPE
- –x–x–x– – FENCE
- – DRAINAGE, NATURAL FLOW

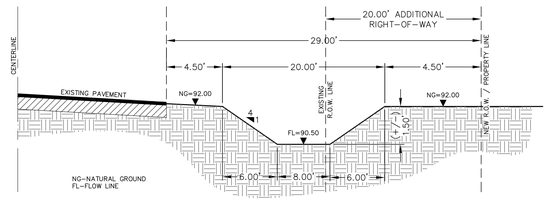
ELEVATIONS
- 58.50 – NATURAL GROUND
- 58.50 – EDGE OF PAVEMENT (TOP)
- 58.50 – TOP OF ASPHALT



PLAN VIEW
SCALE: 1"=50'



PROFILE VIEW
SCALE = H:1"=50' / V:1"=5'



ROADSIDE DITCH REGRADING/EXCAVATION
CROSS–SECTION "A–A" DETAIL
NOT TO SCALE

TOPOGRAPHY LAYOUT & DRAINAGE PLAN FOR:

SPEEDY GONZALEZ ACRES SUBDIVISION

A 20.00 ACRE TRACT OF LAND BEING OUT OF LOT 7, BLOCK 26, CAPISALLO SUBDIVISION, AS RECORDED IN VOLUME P, PAGE 227, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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OWNER:	JOSE M. GONZALEZ AND ESMERALDA GONZALEZ	2410 MILE 4 NORTH – MERCEDES, TX 78578	(956) 998–6589 (956) 373–7077
ENGINEER:	INEZ B. GARZA JR. P.E.	3011 SAN FELIPE ST. – SAN JUAN, TX 78589	(956) 451–4729 (956) 905–2360
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM 88 – MONTE ALTO, TX 78538	(956) 380–5154 (956) 380–5156

THE 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

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956–380–5154 (FAX) 956–380–5156
EMAIL: MARIO@RIODELTASURVEYING.COM
TBPLS FIRM # 10013900

DATE OF PREPARATION: JUNE 17, 2017

GARZA-GARZA CONSULTING ENGINEERS
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OFFICE: (956) 905-2360
CELL: (956) 451-4729

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 7-25-2017

PROPOSED **LAS COMADRES NO.4** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **CARLOS G. LEAL, JR.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **50** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **EAST SIDE OF WESTERN ROAD APPROXIMATELY 2,100 FEET NORTH OF MILE 3.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **MISSION** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-05-2017** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE CONSISTS OF STORM SEWER SYSTEM DISCHARGING TO AN EXISTING DRAINAGE BASIN OWNED BY THE HCDD#1.**

ROAD R.O.W. DEDICATION: **20.00 FEET ONTO WESTERN ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **1-18-2017** BY, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

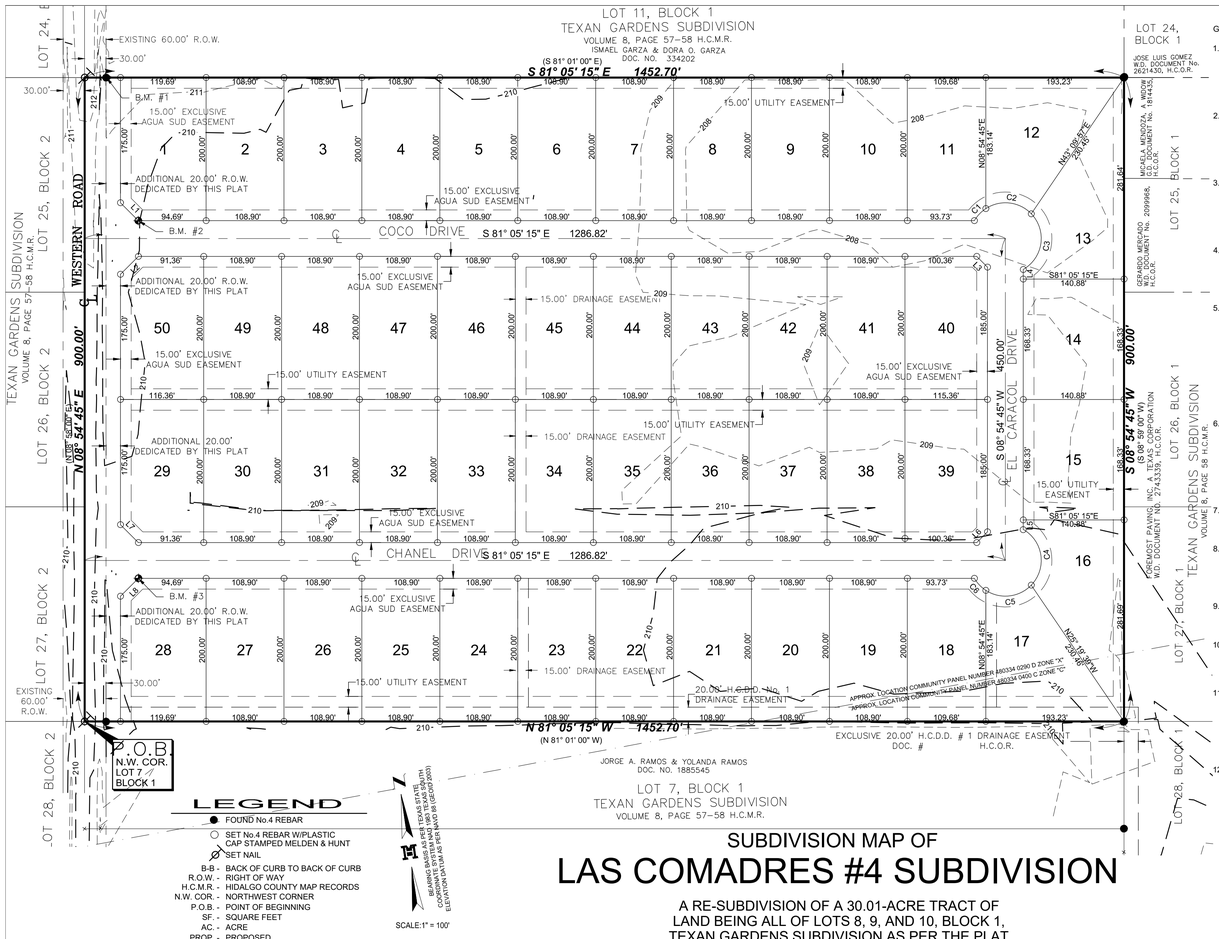
H.C.H.D. PRELIMINARY APPROVAL DATE: **1-11-2017** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER
SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **MARIO A. REYNA**

WATER SERVICE PROVIDER: **AGUA SUD** LINE SIZE: **8"** LOCATION: **WESTERN ROAD.**

H.C.E.O.C.PRELIMINARYAPPROVAL DATE: **1-11-2017** : 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: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **MISSION**.
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*
* *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 MAP OF
LAS COMADRES #4 SUBDIVISION

A RE-SUBDIVISION OF A 30.01-ACRE TRACT OF LAND BEING ALL OF LOTS 8, 9, AND 10, BLOCK 1, TEXAN GARDENS SUBDIVISION AS PER THE PLAT RECORDED IN VOLUME 8, PAGE 57-58, H.C.M.R. HIDALGO COUNTY, TEXAS

Parcel Line Table		
Line #	Length	Direction
L1	35.36	S36° 05' 14.51"E
L2	35.36	N53° 54' 45.49"E
L3	21.21	S36° 05' 14.51"E
L4	13.34	S8° 54' 45.49"W
L5	13.39	S8° 54' 45.49"W
L6	21.21	N53° 54' 45.49"E
L7	35.36	S36° 05' 14.51"E
L8	35.36	N53° 54' 45.49"E

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	23.42'	50.00'	026° 50' 09"	S52° 19' 50"W	23.21'	11.93'
C2	69.38'	50.00'	079° 30' 08"	N74° 30' 02"W	63.95'	41.59'
C3	90.46'	50.00'	103° 39' 43"	N17° 04' 54"E	78.62'	63.61'
C4	90.41'	50.00'	103° 36' 01"	N0° 42' 46"E	78.59'	63.54'
C5	69.43'	50.00'	079° 33' 51"	S87° 42' 19"E	63.99'	41.63'
C6	23.42'	50.00'	026° 50' 09"	S34° 30' 19"E	23.21'	11.93'

METES AND BOUNDS DESCRIPTION:

BEING A RE-SUBDIVISION OF 30.01-ACRE TRACT OF LAND BEING ALL OF LOTS 8, 9, AND 10, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OF LOTS 8, 9, AND 10, BLOCK 1, TEXAN GARDENS SUBDIVISION, AS PER THE PLAT RECORDED IN VOLUME 8, PAGES 57-58, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID 30.01 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL SET FOR THE NORTHWEST CORNER OF LOT 7, TEXAN GARDENS SUBDIVISION, AND FOR THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, N 08° 54' 45" E ALONG THE WEST LINES OF LOTS 8, 9 AND 10, BLOCK 1, AND THE CENTER LINE OF WESTERN ROAD, A DISTANCE OF 900.00 FEET TO A NAIL SET FOR THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 81° 05' 15" E ALONG THE NORTH LINE OF LOT 10, BLOCK 1, AT A DISTANCE OF 30.00 FEET PASS A No. 4 REBAR FOUND ON THE EAST RIGHT-OF-WAY OF WESTERN ROAD, CONTINUING A TOTAL DISTANCE OF 1452.70 FEET TO A No. 4 REBAR SET AT THE NORTHEAST CORNER OF LOT 10, BLOCK 1 FOR THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 08° 54' 45" W ALONG THE EAST LINE OF LOTS 8, 9, AND 10, BLOCK 1, A DISTANCE OF 900.00 FEET TO A No. 4 REBAR SET AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, FOR THE SOUTHEAST CORNER OF THIS TRACT;
4. THENCE N 81° 05' 15" W ALONG THE SOUTH LINE OF LOT 8, BLOCK 1, AT A DISTANCE OF 1422.70 FEET PASS A No. 4 REBAR FOUND ON THE EAST RIGHT-OF-WAY OF WESTERN ROAD, AND CONTINUING A TOTAL DISTANCE OF 1452.70 FEET TO THE POINT OF BEGINNING, AND CONTAINING 30.01 ACRES OF LAND, MORE OR LESS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LAS COMADRES #4 SUBDIVISION IS LOCATED IN THE CENTRAL WEST PART OF HIDALGO COUNTY APPROXIMATELY 0.4 OF A MILE NORTH OF MILE 3 ROAD AND ON THE EAST RIGHT-OF-WAY OF WESTERN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION WITH A POPULATION OF 83,394 ACCORDING TO THE 2015 CENSUS. LAS COMADRES #4 SUBDIVISION FALLS IN THE E.T.J.: MISSION. THIS SUBDIVISION FALLS WITHIN PRECINCT 3.

SHEET INDEX TO LAS COMADRES #4 SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP- LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, H.C.I.D. NO. 16, H.C.D.D. NO. 1, AGUA SPECIAL UTILITY DISTRICT CERTIFICATION, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS.

SHEET 3: DRAINAGE LAYOUT, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION.

SHEET 4: STREET DETAILS, STORM DRAINAGE CONSTRUCTION DETAILS.

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CARLOS G. LEAL, JR.	P.O. BOX 631	MISSION, TX 78573	(956) 581-4542	
ENGINEER:	MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

GENERAL PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" AND ZONE "C". ZONE "X" ARE "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN" AS PER FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0290 D; REVISED DATE: JUNE 6, 2000. ZONE "C" NO SHADING ARE "AREAS OF MINIMAL FLOODING" AS PER FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0400C; REVISED DATE: NOVEMBER 16, 1982.
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. MINIMUM SETBACKS SHALL BE AS FOLLOWS :
FRONT: 25.00 FEET FRONT: 50.00 FEET FRONTING WESTERN ROAD
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER, ALONG WESTERN ROAD 20.00' FEET
CORNER GARAGE FRONT: 18.00 FEET
4. 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 TO OCCUPYING THE LOT.
5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
--B.M. NO. 1-ELEV. 211.38 N.G.V.D. 29 DESCRIPTIONS: No. 4 REBAR FOUND ON THE EAST RIGHT-OF-WAY AT THE NORTHWEST CORNER OF THIS SUBDIVISION. N:16620485.1040, E:1016909.3220
--B.M. NO. 2-ELEV. 210.00 N.G.V.D. 29 DESCRIPTIONS: ALUMINUM DISK SET IN CONCRETE SLAB SET AT THE SOUTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION. N:16626280.6200, E:1016922.8000
--B.M. NO. 3-ELEV. 209.85 N.G.V.D. 29 DESCRIPTIONS: ALUMINUM DISK SET IN CONCRETE SLAB SET AT THE NORTHWEST CORNER OF LOT 28 OF THIS SUBDIVISION. N:16625705.8100 E:1016845.3400
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 76,223 CUBIC FEET (1.750 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 3 FOR STORM SEWER IMPROVEMENTS). THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
7. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION.
8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" 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. 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 OCCUPYING AN EASEMENT.
11. 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 COMMERCIAL 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 RELEASED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
12. 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. A SEPARATE 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 ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
13. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION
14. THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, HARMLESS AND INDEMNIFY COUNTY FROM ANY AND ALL CLAIMS RELATING TO THE CONDITION OR ACCESSIBILITY OF THE PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, PRIVATE SIDEWALKS, AND PRIVATE STREETLIGHTS. ANY REQUEST FOR DEDICATION OF THE PRIVATE ROADS TO PUBLIC USE IF APPROVED SHALL CAUSE CONSTRUCTION SPECIFICATIONS TO MEET COUNTY REQUIREMENTS.
15. NO ACCESS SHALL BE ALLOWED THRU WESTERN ROAD FOR LOTS 1, 50, 29 AND 28 UNLESS UTILIZED FOR COMMERCIAL. LOTS 1, 50, 29, AND 28 SHALL NOT HAVE ACCESS/DRIVEWAY ON TO WESTERN ROAD, UNLESS SAID LOTS IS DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE AND ARE SUBJECT TO APPROVAL FORM THE HIDALGO COUNTY PLANNING DEPARTMENT.
16. LOT 39 SHALL HAVE ACCESS ONLY THRU CHANEL DRIVE AND LOT 40 SHALL HAVE ACCESS ONLY THRU COCO DRIVE.
17. CARLOS G. LEAL, JR. , THE OWNER & SUBDIVIDER OF LAS COMADRES #4 SUBDIVISION, 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.

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LAS COMADRES #4 SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION

ON _____ DAY OF_____ 20____ .

_____
MAYOR OF THE CITY MISSION

ATTEST: _____
SECRETARY OF THE CITY OF MISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT No.16

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 16, SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS OF THIS SUBDIVISION, PROVISIONS SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.
DATED THIS THE _____ DAY OF _____, 20_____.

ATTEST: _____ _____
PRESIDENT DATE

_____ _____
SECRETARY DATE

1. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY IRRIGATION DISTRICT #16, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
2. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT-OF-WAY WITH THE LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
3. NO PERMANENT STRUCTURE, (EXAMPLE: FENCES OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT AREA IS SUBJECT TO REMOVAL.
4. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE HIDALGO COUNTY IRRIGATION DISTRICT #16. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

I, OSCAR CANCINO, HEREBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR LAS COMADRES #4 SUBDIVISION HIDALGO COUNTY, TEXAS. THE AGUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS. THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AGUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THIS SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

_____ _____
OSCAR CANCINO DATE
INTERIM EXECUTIVE DIRECTOR
AGUA SPECIAL UTILITY DISTRICT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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 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 THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS COMADRES #4 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON ___DAY OF_____, 20__.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS COMADRES #4 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT

ON _____ DAY OF _____, 20_____.

ATTEST: _____
HIDALGO COUNTY JUDGE

_____
HIDALGO COUNTY CLERK

STATE OF TEXAS §
COUNTY OF HIDALGO §

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, AS OWNERS OF THE 30.01 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS COMADRES #4 SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), 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 LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
CARLOS G. LEAL, JR. DATE:
P.O. BOX 631
MISSION, TEXAS 78573

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____, DAY OF _____ _____, 20__.

_____.
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE_____DAY OF_____, 20_____.

_____ MELDEN & HUNT, INC.
MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368 TEXAS REGISTRATION F-1435
STATE OF TEXAS

DATE PREPARED: 01/05/17
ENGINEERING JOB # 16144.00

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MISSION, TEXAS.

DATED THIS THE_____DAY OF_____, 20_____.

_____
FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No.4750
STATE OF TEXAS

DATE SURVEYED: 01/04/17
T-1028, PG.52
SURVEY JOB # 16144.09

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

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE EDINBURG, TX 78541 PH: (956) 381-0981 FAX: (956) 381-1839
227 N. F.M. 3167 RIO GRANDE CITY, TX 78582 PH: (956) 487-8256 FAX: (956) 488-8591
ESTABLISHED 1947
www.meldenandhunt.com
TBPE FIRM # F-1435

DRAWN BY: CIRO DATE:
SURVEYED, CHECKED BY: DATE:
FINAL CHECK: DATE:

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

LAS COMADRES #4 SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY AGUA SPECIAL UTILITY DISTRICT (A.S.U.D.). THE SUBDIVIDER AND A.S.U.D. HAVE ENTERED INTO A CONTRACT IN WHICH A.S.U.D. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND A.S.U.D. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

A.S.U.D. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF WESTERN ROAD. THE WATER SYSTEM FOR LAS COMADRES #4 SUBDIVISION CONSISTS OF 2~ 8" DIAMETER WATER LINES THAT CONNECT TO THE EXISTING 8" WATER LINE PREVIOUSLY MENTIONED CREATING A LOOP WITHIN LAS COMADRES #4 SUBDIVISION. 1~ 8" WATER LINE THEN RUNS EAST ALONG THE NORTH RIGHT-OF-WAY OF CHANEL DRIVE. THEN RUNS NORTH ALONG THE WEST RIGHT-OF-WAY OF LILLI DRIVE. THEN RUNS WEST ALONG THE SOUTH RIGHT-OF-WAY OF COCO DRIVE CONNECTING TO THE EXISTING 8" WATER LINE ALONG THE EAST SIDE OF WESTERN ROAD.

WATER DISTRIBUTION FOR THE LAS COMADRES #4 SUBDIVISION CONSISTS OF EIGHTEEN ~1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND 14 ~¾" DIAMETER SINGLE SERVICE LINES SERVICING 14 SINGLE LOTS. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" WATER LINES, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 110,322.60, OR $ 2,206.45 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID A.S.U.D. THE SUM OF $ 39,831.00, WHICH COVERS THE $ 796.62 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO A.S.U.D. UPON REQUEST BY THE LOT OWNER, A.S.U.D. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 5 FIRE HYDRANTS AT A UNIT COST OF $ 4,200.00 FOR A TOTAL COST OF $ 21,000.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY A.S.U.D. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION, COST, AND OPERABILITY DATES:

SEWAGE FROM LAS COMADRES #4 SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE PROFESSIONAL ENGINEER NO. 117368, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A HIDALGO FINE SANDY LOAM SOIL FOR THE AREA. THE SOIL IS A UNIFORM HIDALGO FINE SANDY LOAM EXTENDING UP TO 17" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 80" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,345.00 INCLUDING THE COST FOR THE REQUIRED PERMIT AND LLICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $67,250.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON __ __ ___

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 150,153.60 WHICH EQUALS TO $ 3,003.07 PER LOT.

SEWAGE FACILITIES – Sseptic SYSTEM IS ESTIMATED TO COST $1,345.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $67,250.00 FOR THE ENTIRE SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I, CARLOS G. LEAL, JR. SUBDIVIDERS OF LAS COMADRES #4 SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
CARLOS G. LEAL, JR.
P.O. BOX 631
MISSION, TEXAS 78573

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CARLOS G. LEAL, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN

STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE___, DAY OF _____, 20 ___.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 345,217.00
DRAINAGE IMPROVEMENTS:	$ 177,062.00
WATER DISTRIBUTION:	$ 110,322.60
SEPTIC TANK SEWER IMPROVEMENTS / OSSF:	$ 67,250.00

ESTIMACIÓN DE COSTOS:

PAVIMENTACIÓN DE CALLES:	$ 345,217.00
DRENAJE PLUVIAL:	$ 177,062.00
SERVICIO DE AGUA POTABLE:	$ 110,322.60
SERVICIO DE DRENAJE SANITARIO:	$ 67,250.00

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF
LAS COMADRES #4 SUBDIVISION

A RESUBDIVISION OF 30.01 ACRES BEING
ALL OF LOTS 8, 9, AND 10, BLOCK 1,
TEXAN GARDENS SUBDIVISION
VOLUME 8, PAGE 57-58, H.C.M.R.
HIDALGO COUNTY, TEXAS

INFORME FINAL DE AGUA Y DRENAJE DEL INGENIERO
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN LAS COMADRES #4 RECIBIRÁ SU PROVISIÓN DE AGUA POTABLE POR LA COMPAÑÍA AGUA SPECIAL UTILITY DISTRICT (A.S.U.D.). EL DUEÑO DE LA SUBDIVISIÓN Y A.S.U.D. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. A.S.U.B. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL DESARROLLO FUTURO DE LA SUBDIVISIÓN.

A.S.U.D. TIENE UNA LÍNEA EXISTENTE DE OCHO PULGADAS EN DIÁMETRO A LO LARGO DEL DERECHO DEL ESTE DE LA CARRETERA WESTERN ROAD. EL SISTEMA DE AGUA PARA LA SUBDIVISIÓN LAS COMADRES #4 CONSISTE DE DOS LÍNEAS DE AGUA DE 8 DIÁMETRO QUE SE CONECTAN A LA LÍNEA EXISTENTE QUE PREVIAMENTE FUE MENCIONADA. CREANDO UN BUCLE DENTRO DE LA SUBDIVISIÓN LAS COMADRES #4. UNA DE LAS LÍNEAS DE OCHO PULGADAS CORRE AL ESTE A LO LARGO DEL NORTE DE LA CALLE CHANEL DRIVE, LUEGO SE DIRIGE AL NORTE A LO LARGO DEL OESTE DE LA CALLE LILLI DRIVE. LUEBO CORRE AL OESTE A LO LARGO DEL SUR DE LA CALLE COCO DRIVE, CONECTANDO A LA LÍNEA EXISTENTE DE 8" EN EL LADO ESTE DE WESTERN ROAD..

LA DISTRIBUCIÓN DE AGUA PARA LA SUBDIVISIÓN LAS COMADRES #4 CONSISTE DE DIEZY-OCHO DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES QUE SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA CADA LOTE Y CATORCE CONDUCTOS INDIVIDUALES DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA 14 LOTES. LOS CONDUCTOS DE 8 PULGADAS DE DIÁMETRO SE HAN INSTALADO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4 DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 110,322.60 O $ 2,206.45 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA A.S.U.D. $ 39,831.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 796.62. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA A.S.U.D. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 5 BOCAS DE INCENDIO A UN COSTO DE $ 4,200.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $21,000.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE EN LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR, ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR SE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. EL TERRENO ES TERRENO ARCILLOSO FINO HIDLAGO Y SE EXTIENDE A 17 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 80 PULGADAS MAS ARRIBA DE LO MAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. EL AGUA FLUYE BIEN EN ESTA ÁREA.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR ES $1,345.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE $67,250.00 DÓLARES. EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE _____.

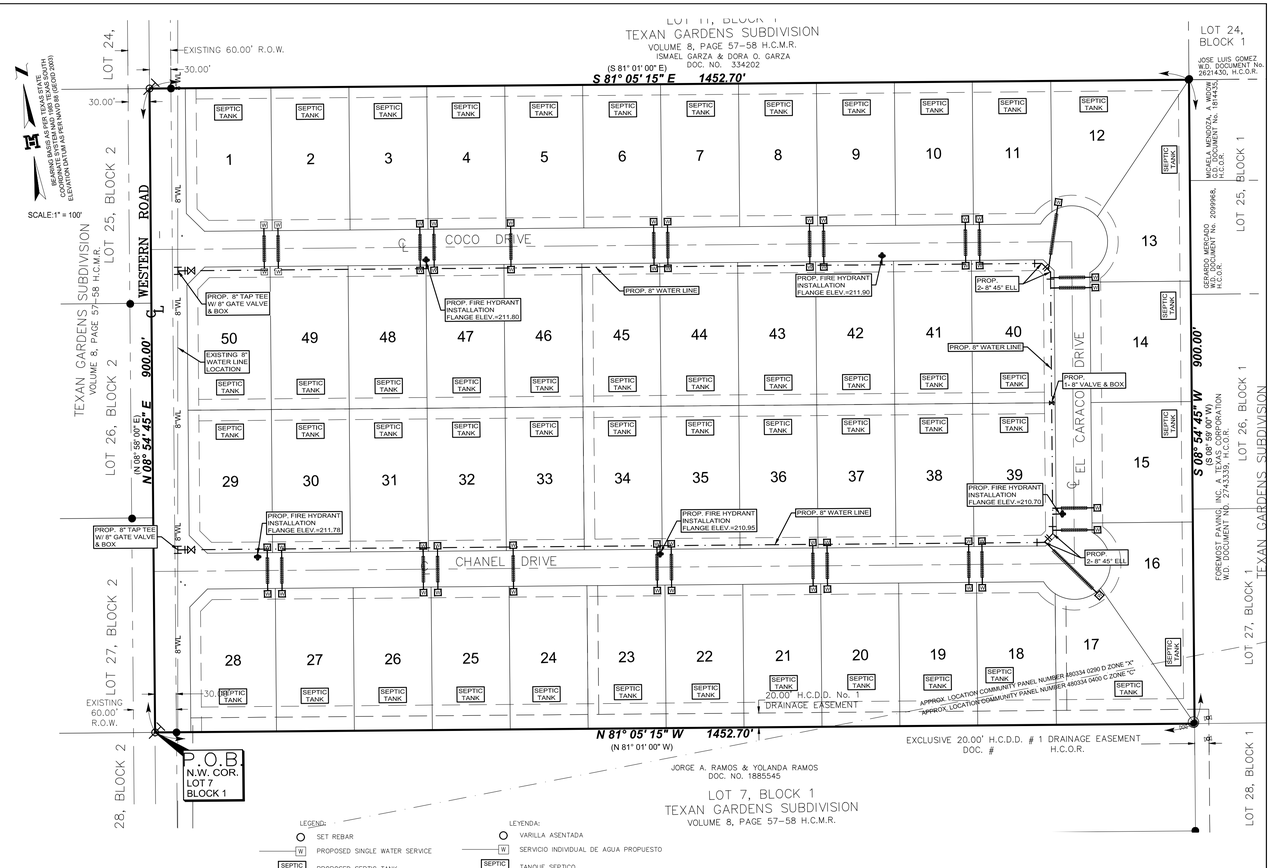
CERTIFICACIÓN:

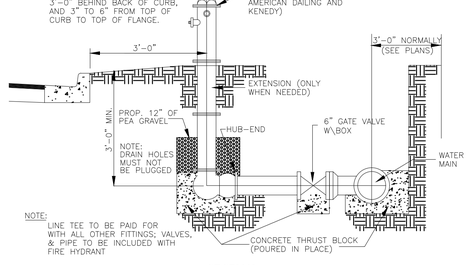
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES ADOPTADAS EN LA SECCIÓN 16.343 DEL CÓDIGO DE AGUA DE TEXAS. CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERÁ INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 150,153.60 O $ 3,003.07 POR LOTE.

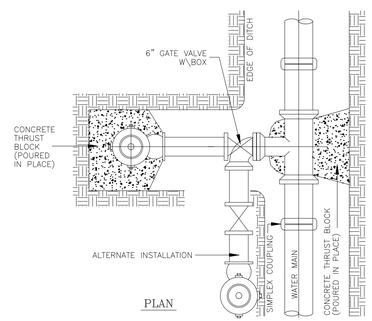
DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,345.00 DÓLARES POR LOTE A UN COSTO TOTAL DE $67,250.00 PARA TODA LA SUBDIVISIÓN.

_____ _____
FIRMA DEL INGENIERO FECHA



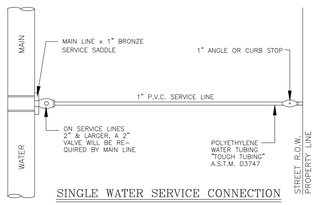


SECTION

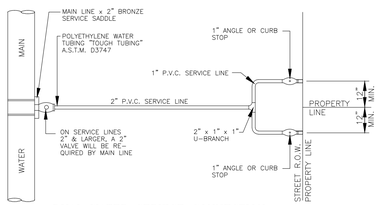


PLAN

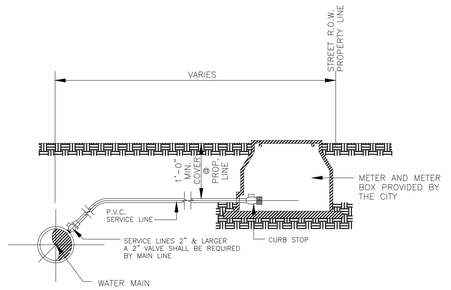
TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



SINGLE WATER SERVICE CONNECTION
N.T.S.



DUAL WATER SERVICE CONNECTION
N.T.S.



GENERAL NOTES :

1. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
2. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" (FOR SINGLE SERVICE) AND 3" (FOR A DUAL SERVICE) P.V.C. SHC40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

TYPICAL WATER SERVICE CONNECTION
N.T.S.

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CARLOS G. LEAL, JR.	P.O. BOX 631	MISSION, TX 78573	(956) 581-4542	
ENGINEER:	MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

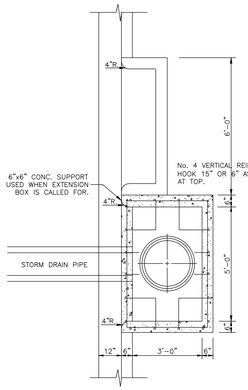
TBPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

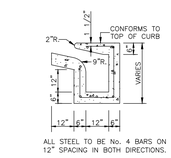
LAS COMADRES #4 SUBDIVISION

A RE-SUBDIVISION OF A 30.01-ACRE TRACT OF LAND BEING ALL OF LOTS 8, 9, AND 10, BLOCK 1, TEXAN GARDENS SUBDIVISION AS PER THE PLAT RECORDED IN VOLUME 8, PAGE 57-58, H.C.M.R. HIDALGO COUNTY, TEXAS



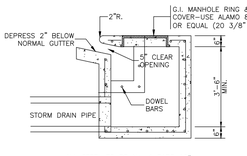
SLOPE BOTTOM OF INLET EXTENSION 1/2" / 1'-0" TOWARD INLET EXTENSION TO INLET TO BE MADE IN INCREMENTS OF 3'-0" OR 6'-0" ONLY. TRANSITION NORMAL GUTTER TO INLET SLOPE APPROXIMATELY 3'-0".

PLAN



ALL STEEL TO BE No. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS.

INLET EXTENSION

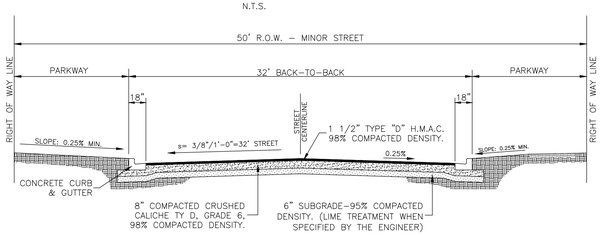


ALL STEEL TO BE No. 4 BARS 12" SPACING IN BOTH DIRECTIONS.

SECTION

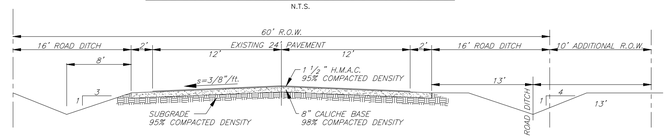
TYPE "A" INLET

N.T.S.



TYPICAL STREET CROSS SECTION

N.T.S.



EXISTING WESTERN ROAD SECTION

DRAINAGE STATEMENT

LAS COMADRES #4 SUBDIVISION IS A RE-SUBDIVISION OF A 30.01-ACRE TRACT OF LAND BEING ALL OF LOTS 8, 9, AND 10, BLOCK 1, TEXAN GARDENS SUBDIVISION AS PER THE PLAT RECORDED IN VOLUME 8, PAGES 57-58, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS A PROPOSED 50-LOT RESIDENTIAL TRACT AND IS LOCATED IN THE COUNTY OF HIDALGO WITHIN THE CITY OF MISSION'S 3 MILE ETJ (EXTRA-TERRITORIAL JURISDICTION). THIS SUBDIVISION IS IN ZONE "X" IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0290 D, MAP REVISED JUNE 6, 2000 AND ZONE "C" NO SHADING IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0400C, MAP REVISED NOVEMBER 16, 1982. ZONE "X" ARE "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN". ZONE "C" NO SHADING ARE "AREAS OF MINIMAL FLOODING".

THE SOIL IS HIDALGO FINE SANDY LOAM, WHICH IS MODERATELY FINE IN TEXTURE TO MODERATELY COARSE IN TEXTURE; THIS SOIL HAS A MODERATE RATE OF WATER TRANSMISSION. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF IS BY SURFACE FLOW IN AN EASTERLY DIRECTION AND HAS A RUNOFF OF 5.42 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS. PROPOSED RUNOFF AFTER DEVELOPMENT IS 35.10 C.F.S., DURING THE 10-YEAR STORM FREQUENCY, PER THE ATTACHED CALCULATION, WHICH IS AN INCREASE OF 29.68 C.F.S.

THE PROPOSED DRAINAGE FOR LAS COMADRES #4 SUBDIVISION CONSISTS OF SURFACE RUNOFF FROM HIGHPOINTS SET AT THE TWO ENTRANCES TO THE SUBDIVISION AND ANOTHER HIGHPOINT TO THE NORTHEAST OF THE SUBDIVISION INTO AN INLET SYSTEM WHICH WILL DISCHARGE INTO HIDALGO COUNTY PRECINCT 3 REGIONAL DETENTION FACILITY (RDF) ABOUT 1,470 FEET TO THE WEST OF THE N. ABRAM ROAD RIGHT-OF-WAY, VIA A 24" RCP DRAINAGE SYSTEM.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 76,223 CUBIC FEET (1.750 AC-FT) OF DETENTION WILL BE PROVIDED INTO THE HIDALGO COUNTY PRECINCT 3 REGIONAL DETENTION FACILITY (RDF).

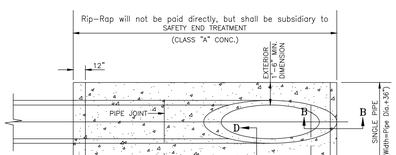
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0400C, MAP REVISED NOVEMBER 16, 1982 IS CONTAINED WITHIN THE DETENTION POND LOCATED AT LOT 30, BLOCK 1, TEXAN GARDENS SUBDIVISION.

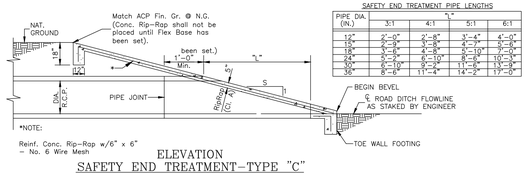
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

MARIO A. REYNA, PE # 117368

STATE OF TEXAS · MARIO A. REYNA · 117368 · LICENSED PROFESSIONAL ENGINEER



PLAN VIEW



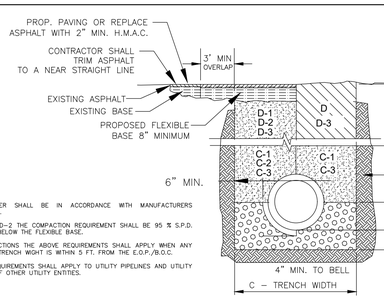
SAFETY END TREATMENT PIPE LENGTHS

PIPE DIA. (IN.)	"L" 3:1	4:1	5:1	6:1
12"	2'-0"	2'-8"	3'-4"	4'-0"
15"	2'-0"	3'-0"	4'-7"	5'-5"
18"	2'-0"	3'-4"	5'-10"	7'-0"
24"	3'-2"	6'-10"	8'-6"	10'-3"
30"	5'-10"	9'-2"	11'-5"	13'-9"
36"	8'-6"	11'-4"	14'-2"	17'-0"

ELEVATION
SAFETY END TREATMENT-TYPE "C"

SAFETY END TREATMENT – (Type "C") DETAILS

N.T.S.



NOTE:
1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95 % S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIGHT IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

A. BEDDING FOR RCP CLASS III HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – PIT RUN GRAVEL ⅜" MIX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS 1 OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12", MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREET, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAY – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D., AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III, OR IV, COMPACTED TO 92% S.P.D., (12" LOOSE LIFTS, MECHANICAL COMPACTION).

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAY – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D., AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

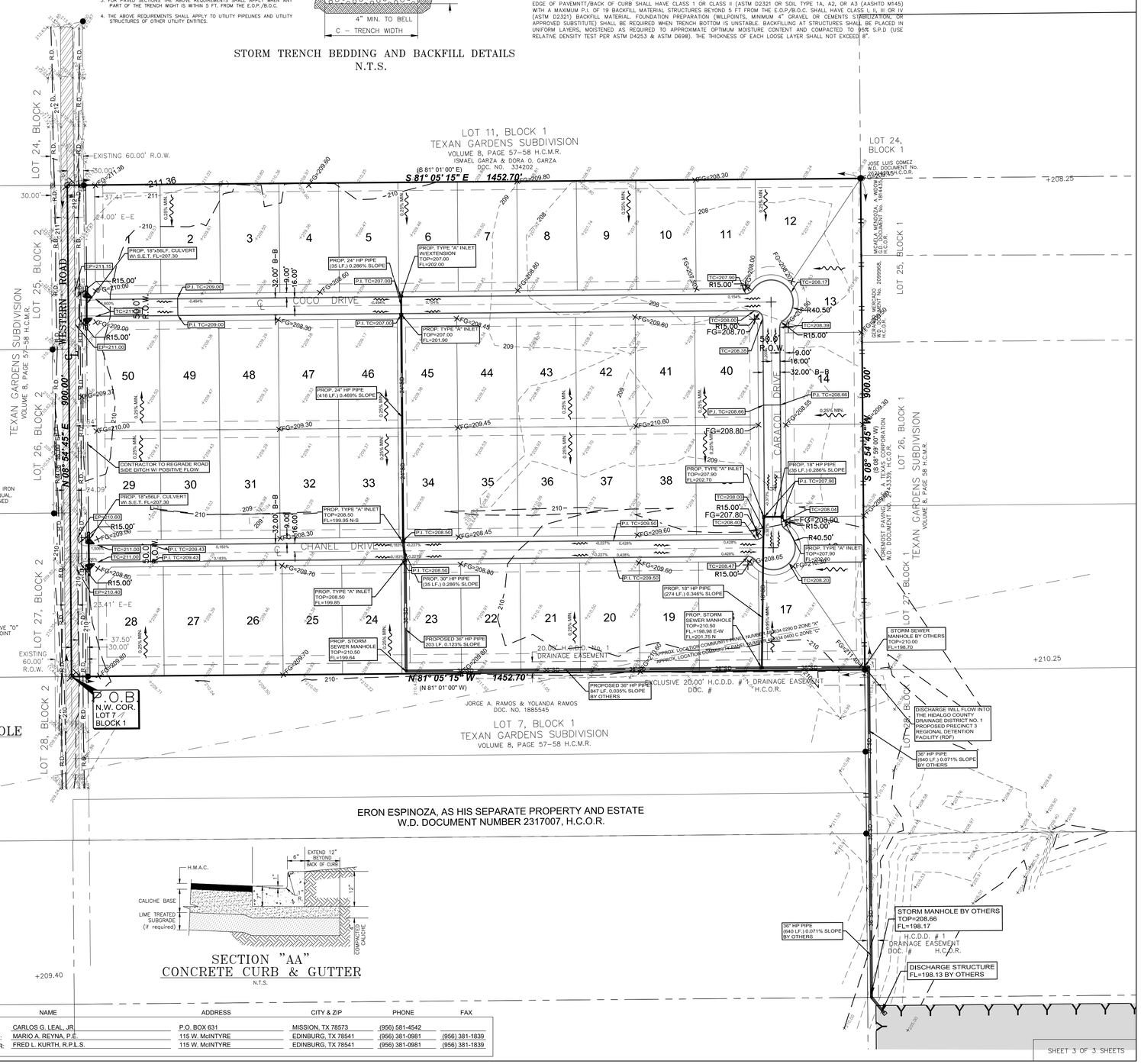
D-3 FINAL BACKFILL OR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMNT/BACK OF CURB SHALL HAVE CLASS 1 OR CLASS II (ASTM D2321 OR SOIL TYPE 1A, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WILLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

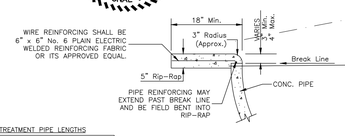
STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S.

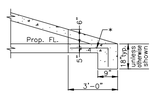
STANDARD STORM SEWER PRE-CAST CONCRETE MANHOLE

N.T.S.





SEC. "DD"



SEC. "BB"

SECTION "AA" CONCRETE CURB & GUTTER

N.T.S.

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CARLOS G. LEAL, JR.	P.O. BOX 631	MISSION, TX 78573	(956) 581-4542	
ENGINEER:	MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

AI-60840 **Precinct #1** **20. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Resolution in honor of Weslaco professional boxers Omar and Brandon Figueroa, after back to back wins in the ring against formidable opponents in nationally broadcast matchups on Saturday, July 15, 2017.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 01:36 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Julia Sullivan		Started On: 07/21/2017 01:18 PM
Final Approval Date: 07/21/2017		

RESOLUTION IN HONOR OF WESLACO PROFESSIONAL BOXERS OMAR & BRANDON FIGUEROA

WHEREAS, two brothers from the City of Weslaco are forging a boxing dynasty as champions both in and out of the ring; and

WHEREAS, in a matchup of world champions, Omar "Panterita" Figueroa, Jr., triumphantly returned to boxing on Saturday, July 15, 2017 in a nationally televised welterweight main event with a third-round knockout of Robert "The Ghost" Guerrero; and

WHEREAS, fighting for the first time in 19 months, the undefeated champion's aggressive style and powerful punches have made Omar Figueroa, Jr. one of boxing's most exciting fighters. Omar scored five knockdowns on his way to earning the TKO, which was televised on FOX Sports; and

WHEREAS, following Omar's win, Brandon "Heartbreaker" Figueroa kicked off the supplementary card on FOX Sports 1 with an 8-round unanimous decision against Fatiou Fassinou; and

WHEREAS, the brothers grew up in Weslaco, Texas and graduated from Weslaco East High School. Both began their boxing careers after graduating, both are undefeated, and both trained together before the July 15 matchups at the Nassau Coliseum in Uniondale, New York; and

WHEREAS, both fighters honored the seven sailors who perished on the USS Fitzgerald, and especially Noe Hernandez, continuing Omar's pre-fight tradition of honoring a person or cause, saying it was a privilege to pay tribute to the sailors and all military men and women who have made the ultimate sacrifice in service to our country; and

WHEREAS, the professional boxers will be honored by the City of Weslaco at a special City Commission meeting tonight.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors Omar Figueroa, Jr. and Brandon Figueroa, for their dedication, commitment and extraordinary success in the sport of professional boxing and for bringing pride to their hometown of Weslaco, Hidalgo County, and the State of Texas.

Approved this 25th day of July 2017.

RAMON GARCIA
County Judge

DAVID L. FUENTES
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-60858 **Precinct #1** **20. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval to appoint member(s) to the following boards:
1. Hidalgo County Subdivision Advisory Board
2. Board of Building Line Adjustments

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 03:49 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Monica Salinas		Started On: 07/21/2017 03:42 PM
Final Approval Date: 07/21/2017		

AI-60824 **Precinct #1** **20. C.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: COMM. PCT. #1

Information

CAPTION

Right of way permit - Valdez Plumbing
Requesting approval of proposed open cut on Mile 11 North & Mile 1 1/2 West to install sewer tap from south side of Lot #76 - La Lomita Drive in La Mesa Subdivision (Mercedes, Texas)

BACKGROUND

Fiscal Impact

Attachments

permit
email request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 08:51 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Monica Salinas		Started On: 07/21/2017 08:38 AM
Final Approval Date: 07/21/2017		

REVISED JANUARY 2017

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 11th day of July, 2017 does by these presents **GRANT, GIVE AND RELINQUISH TO**:

Valdez Plumbing

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 4 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows**:

La Mesa Subdivision
Mercedes Tx
Proposing to open street in order to install sewer tap Mile 11 N. to 2 tap from south side of Lot # 26

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a Sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of

said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the 12th Day of July, 2017.

COUNTY JUDGE

COMMISSIONER, PRECINCT NO. 1

COMMISSIONER, PRECINCT NO. 2

COMMISSIONER, PRECINCT NO. 3

COMMISSIONER, PRECINCT NO. 4

Julian Valdez (Printed Name of Agent) of Permittee, Valdez Plumbing (Company Name)

118 Clay Lane 956-650-6585 (Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and assigns.

WITNESS my hand this the 02 Day of June, 2017.

BY: _____
Signature

Owner / Valdez Plumbing
Title

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared RAMON GARCIA, County Judge of Hidalgo County, Texas and DAVID L. FUENTES, EDUARDO "EDDIE" CANTU, JOE M. FLORES and JOSEPH PALACIOS Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2017.

_____
Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS §

COUNTY OF HIDALGO §

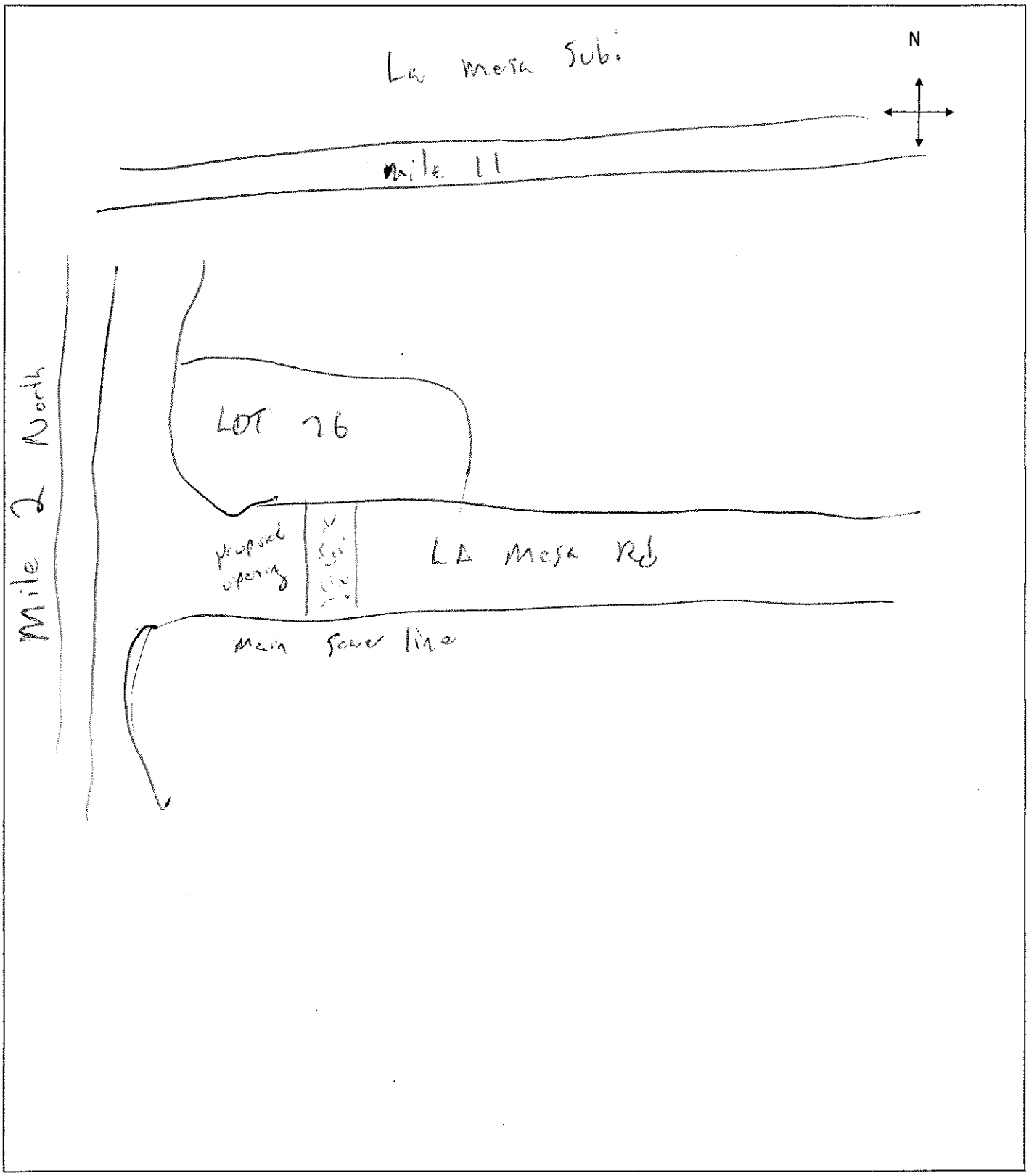
BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared _____, Agent of _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said _____ a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2017.

_____
Notary Public, State of Texas

My Commission Expires:

SKETCH OF LOCATION



Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: Open Cut Permit

From : Daniel Guzman <daniel.guzman@co.hidalgo.tx.us> Thu, Jul 20, 2017 02:21 PM

Subject : Fwd: Open Cut Permit 2 attachments

To : Rebecca Gomez <rebecca.gomez@co.hidalgo.tx.us>,
Monica Badillo <monica.badillo@co.hidalgo.tx.us>,
Estanislado Ramos <stan.ramos@co.hidalgo.tx.us>

Cc : david fuentes <david.fuentes@co.hidalgo.tx.us>

Becky-
Please place permit on the next Commissioners Court agenda for approval. Commissioner Fuentes is requesting permit to be placed on the agenda for Tuesday, July 25, 2017.

Moni-
Per Commissioner Fuentes, please move agenda item to next week's Commissioner's Court date of 07/25/17 once Becky has created and submitted agenda item.

Thank you for your help and cooperation.

Danny Guzman
R.O.W. Agent

Office of Commissioner DAVID L FUENTES
HIDALGO COUNTY PCT.1

1902 Joe Stephens, Ste.101
Weslaco,Tx. 78599

(956) 968.8733 Ext. 1032
www.co.hidalgo.tx.us/pct1

untitled.png

19 KB

20170705090219013.pdf
316 KB

AI-60827 **Precinct #2** **21. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Authority to rescind action taken by Commissioners Court on June 13, 2017 (AI-60260) due to correction of project name.
2. Requesting approval of Interlocal Cooperation Agreement between the City of McAllen and the County of Hidalgo, Texas, concerning new roadway construction to extend Military Highway from 10th St. to Jackson Road.
3. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project concerning new roadway construction to extend Military Highway from 10th St to Jackson Road.

BACKGROUND

Interlocal agreement will be attached as soon as provided by Steve Crain.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-139-0-721/841

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

BUDGETARY IMPACT:

funds avail.

Attachments

ica

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 03:10 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Erika Zamora		Started On: 07/21/2017 09:12 AM
Final Approval Date: 07/21/2017		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS agreement is made on this the _____ day of _____, 2017 by and between the **CITY OF MCALLEN,TEXAS,** hereinafter referred to as the "McAllen" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, McAllen is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, Military Highway (FM 1016) currently dead ends at the intersection of 10th Street (SH 336);

WHEREAS, County desires to extend Military Highway from the intersection of 10th Street (SH 336) east to a canal for an approximate distance of 3,000 linear feet within the jurisdiction of the County;

WHEREAS, there is a 40' dedicated road Right-Of-Way commencing from said canal east to Jackson Road (FM 2061) for an approximate distance of 5,650 linear feet within the jurisdiction of McAllen;

WHEREAS, McAllen, and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, County and McAllen desire to undertake a road improvement project consisting of approximately 8,650 linear feet of a new roadway, from Military Highway at 10th Street and terminating at Jackson Road more particularly described on Exhibit A attached hereto (the "Road");

WHEREAS, the Road will form an integral part of the County road system and the improvements to the Road are in the best interest of the County and McAllen;

WHEREAS, McAllen agrees to support the proposition that the County be the fiduciary agent for the development of the project within the city limits of McAllen;

WHEREAS, McAllen and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, McAllen and County, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The parties agree to cooperate in making the necessary improvements to the Road as described herein.

2. County agrees to provide all labor, machinery and material necessary for construction of the Road.

3. County will, to the extent reasonably possible, follow TxDOT and/or City of McAllen standard specifications for new construction improvements unless otherwise agreed in writing by both parties.

4. Any and all costs deemed necessary for the improvements to the Road, such as engineering services, shall be borne by the County.

5. McAllen pursuant to Tex. Trans. Code § 251.012, authorizes County to perform the work described herein.

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

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

8. **Entire Agreement.** This Agreement contains the entire contract among 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 McAllen, Donna and County, and not otherwise.

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

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

or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to McAllen:	City of McAllen Attention: Jim Darling, Mayor 1300 Houston Avenue McAllen, Texas 78501
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia 100 E. Cano 2nd Floor Edinburg, Texas 78539
With copy to:	Eduardo “Eddie” Cantu, Commissioner Pct. No. 2 300 W. Hall Acres Suite G Pharr, Texas 78577

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

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

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

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

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

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

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

17. **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.

18. **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.

THE CITY OF MCALLEN

ATTEST:

_____
Jim Darling, Mayor

_____
McAllen City Secretary

COUNTY OF HIDALGO

ATTEST:

_____
Ramon Garcia, County Judge

_____
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 whereby McAllen and County desire to jointly undertake a road improvement project consisting of a new location roadway, being 8,650 linear feet, within the jurisdiction of McAllen and County commencing at the intersection of Military Highway (FM 1016) and 10th Street (SH 336) and terminating at Jackson Road (FM 2061), through an Interlocal Cooperation Agreement to be entered into among Hidalgo County and City if McAllen, Texas.

By vote on_____ 2017, 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

HIDALGO COUNTY PRECINCT 2
COMMISSIONER EDUARDO "EDDIE" CANTU

Whalen Alignment

Total Project Length:
Approx. - 1.64 Miles = 8,650 Linear Feet
Approx. - 1.07 Miles = 5,650 Linear Feet in Mcallen City Limits
Approx. - 0.57 Miles = 3,000 Linear Feet in County Limits

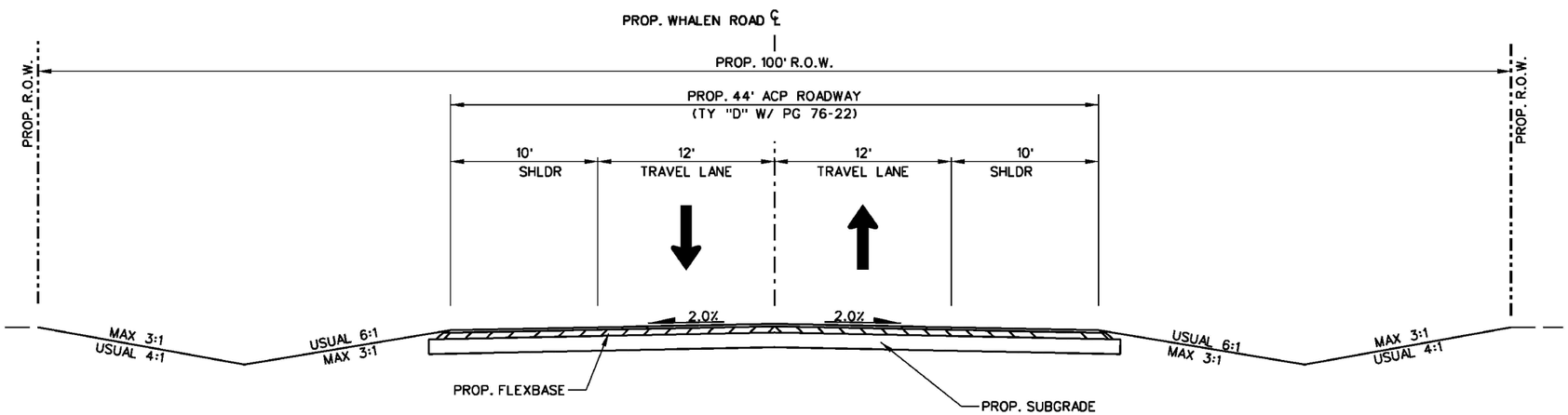
Prop. Whalen Road Alignment

Mcallen City Limits

PROPOSED WHALEN RD EXTENSION PROJECT

From SH 336 (10th Street) To FM 2061 (Jackson Rd)
Approximate 1.64 Miles

1 inch = 750 feet



PROP. WHALEN ROAD TYPICAL SECTION

EXHIBIT "A"

Document Path: G:\GIS I\PROJECTS\PCT #2\2017\WHALEN RD\WHALEN RD 11X17 w typical.mxd

Zimbra **erika.zamora@co.hidalgo.tx.us**

RE: Whalen Rd

From : Steve Crain <scrain@atlashall.com> Mon, Jul 24, 2017 03:13 PM
Subject : RE: Whalen Rd 1 attachment
To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

That should work.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Monday, July 24, 2017 2:40 PM
To: scrain@atlashall.com
Subject: Fwd: Whalen Rd

Here you go.

Sent from my iPad

Begin forwarded message:

> **From:** Erika Zamora <erika.zamora@co.hidalgo.tx.us>
> **Date:** July 19, 2017 at 11:22:53 AM CDT
> **To:** Steve Crain <scrain@atlashall.com>
> **Cc:** Marynel Trevino <mntrevino@atlashall.com>, Armando Garza <armando.garzajr@co.hidalgo.tx.us>
> **Subject: Fwd: Whalen Rd**
>
> Here is Exhibit A for your reference as well.
>
> *Erika Zamora*
> Director of Management 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

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image001.jpg

381 B

AI-60816 **Precinct #2** **21. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Receipt, review, and approval of closing documents for the purchase of Parcel 1 for Pct 2 Dicker Road Project with authority for the Co Judge and or Executive Officer to sign closing documents.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1315-431-00-122-062-0-710

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

BUDGETARY IMPACT:

Funding available as of 7/21/17 in the amount of $31,000.00.

Attachments

Parcel 1 Closing Docs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 08:12 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Erika Zamora		Started On: 07/20/2017 06:30 PM
Final Approval Date: 07/21/2017		

OMB NO. 2502-0265

A.	B. TYPE OF LOAN
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT **SETTLEMENT STATEMENT**	1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins. 6. FILE NUMBER: 0003169427 — 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (0003169427 / 30)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
County of Hidalgo 100 East Cano Street 2nd Floor, Edinburg, TX 78539	Saul Ayala and Guadalupe S. Ayala, Aroldo Soto, Deodell Martinez, Ricardo Soto, and Gilda D. Cantu	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
Not Known Lot(s): 5, Block: 11 A.J. McColl	Sierra Title of Hidalgo County, Inc. PLACE OF SETTLEMENT: 301 W. Business Hwy. 83 Welasco, TX 78596	July 6, 2017 DISBURSEMENT DATE: July 6, 2017

J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:		**400. GROSS AMOUNT DUE TO SELLER:**	
101. Contract sales price	28,047.00	401. Contract sales price	28,047.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (line 1400)	1,072.63	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		*Adjustments for items paid by seller in advance*	
106. City/Town taxes		406. City/Town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	29,119.63	*420. GROSS AMOUNT DUE TO SELLER*	28,047.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan To:	
205.		505. Payoff of second mortgage loan To:	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		*Adjustments for items unpaid by seller*	
210. City/Town taxes		510. City/Town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214. "NO TAX PRORATIONS" PARTIAL TAKE		514. "NO TAX PRORATIONS" PARTIAL TAKE	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BUYER	0.00	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	0.00
300. CASH AT SETTLEMENT FROM/TO BUYER:		**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross amount due from Buyer (Line 120)	29,119.63	601. Gross amount due to Seller (Line 420)	28,047.00
302. Less amount paid by/for Buyer (Line 220)	( )	602. Less reductions due Seller (Line 520)	(0.00)
303. CASH FROM BUYER	29,119.63	*603. CASH TO SELLER*	28,047.00

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	**TOTAL COMMISSION Based on Price** $ @ %		
	Division of Commission (line 700) as Follows:		
701.	to		
702.	to		
703.	Commission Paid at Settlement		
	The following persons, firms or corporations received a portion of the real estate commission amount shown above:		
704.	to		
800.	**ITEMS PAYABLE IN CONNECTION WITH LOAN**		
801.	Loan Origination Fee % to		
802.	Loan Discount % to		
803.	Appraisal fee to		
804.	Credit report to		
805.	Lender's inspection fee to		
806.	Mortgage insurance application fee to		
807.	Assumption fee to		
808.	to		
809.	to		
810.	to		
811.	to		
900.	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**		
901.	Interest From 07/06/17 to 08/01/17 @ $ /day (26 days %)		
902.	Mortgage insurance premium for month to		
903.	Hazard insurance premium for year to		
904.	for year to		
905.	to		
1000.	**RESERVES DEPOSITED WITH LENDER**		
1001.	Hazard insurance Months @ $ per Month		
1002.	Mortgage insurance Months @ $ per Month		
1003.	City property taxes Months @ $ per Month		
1004.	County property taxes Months @ $ per Month		
1005.	Annual assessments Months @ $ per Month		
1006.	Months @ $ per Month		
1007.	Months @ $ per Month		
1008.	Months @ $ per Month		
1100.	**TITLE CHARGES**		
1101.	Settlement or closing fee to		
1102.	Abstract or title search to		
1103.	Title examination to		
1104.	Title insurance binder to		
1105.	Document preparation to		
1106.	Notary fees to		
1107.	Attorney's fees to		
	(includes above item numbers:)		
1108.	Owner's policy premium to Sierra Title of Hidalgo County, Inc.	368.00	
	(includes above item numbers:)		
1109.	Lender's coverage		
1110.	Owner's coverage $ 28,047.00 368.00		
1111.	State of Texas Policy Guaranty Fee (O) to Texas Title Insurance Guaranty Association	3.00	
1112.	Tax Service to Tax Service of Hidalgo County	54.13	
1113.	E filing fee (B) to Sierra Title of Hidalgo County, Inc.	3.50	
1114.	Escrow Fee to Sierra Title of Hidalgo County, Inc.	500.00	
1115.	to		
1200.	**GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201.	Recording fees: Deed $ 68.00; Mortgage ; Releases $76.00	144.00	
1202.	City/County tax/stamps: Deed ; Mortgage		
1203.	State tax/stamps: Deed ; Mortgage		
1204.	to		
1205.	to		
1300.	**ADDITIONAL SETTLEMENT CHARGES**		
1301.	Survey to		
1302.	Pest inspection to		
1303.	to		
1304.	to		
1305.	to		
1400.	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)**	1,072.63	0.00

SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

EXECUTED LETTER PERTAINING TO:
COMMISIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING ORDINANCES & SUBDIVISION REGULATIONS

DATE: _____

BUYER(S)/BORROWER(S): County of Hidalgo

GF NUMBER: 3169427

Being a 2,440 square foot or 0.560 of an acre tract of land, situated in the City of Pharr, Hidalgo County, Texas, out of Lot 5, Block 11, **A.J. MCCOLL SUBDIVISION**, of Porcion 68, as recorded in Volume 21, Page 598, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.43 acre tract of land conveyed by Warranty Deed dated January 14, 1975, to Saul Ayala, as described in Volume 1515, Page 719, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.15 acre tract of land, conveyed by Warranty Deed with Vendor's Lien, dated April 9, 1979, to Saul Ayala and wife, Guadalupe S. Ayala, as described in Volume 1619, Page 607, of the Deed Records, Hidalgo County, Texas, said 2,440 square foot or 0.0560 of an acre tract of land being more particularly described by metes and bounds as follows:

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

_____
The County of Hidalgo, Texas
By: Valde Guerra, Executive Office

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of _____, 2017, by The County of Hidalgo, Texas by, Valde Guerra, Executive Office

_____
Notary Public, State of
Notary's name (printed):

HUD-1, Attachment

Buyer: County of Hidalgo
100 East Cano Street 2nd Floor
Edinburg, TX 78539

Seller: Saul Ayala and Guadalupe S. Ayala
Aroldo Soto
Not Known
Deodeli Martinez
Not Known
Ricardo Soto
Not Known
Gilda D. Cantu
Not Known

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)447-1446
Place of Settlement: 301 W. Business Hwy. 83
Welasco, TX 78596
Settlement Date: July 6, 2017
Disbursement Date: July 6, 2017
Property Location: Not Known

Lot(s): 5, Block: 11 A.J. McColl

County of Hidalgo

BY:_____
The County of Hidalgo, Texas
By: Valde Guerra, Executive Office

X. Saul Ayala
Saul Ayala

Guadalupe S. Ayala

Aroldo Soto

Deodeli Martinez

Ricardo Soto

Gilda D. Cantu

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Sierra Title of Hidalgo County, Inc.
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ADDENDUM

G.F. No.: 0003169427

DATE: July 6, 2017

Not Known,

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Saul Ayala

Guadalupe S. Ayala

Aroldo Soto

Deodeli Martinez

Ricardo Soto

Gilda D. Cantu

County of Hidalgo

BY:_____
The County of Hidalgo, Texas
By: Valde Guerra, Executive Office

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date:

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

July 6, 2017

RE: GF NO.: 0003169427

PROPERTY ADDRESS: Not Known,

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

County of Hidalgo

BY:_____
The County of Hidalgo, Texas
By: Valde Guerra, Executive Office

Saul Ayala

Guadalupe S. Ayala

Aroldo Soto

Deodeli Martinez

Ricardo Soto

Gilda D. Cantu

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

County of Hidalgo

BY:_____
The County of Hidalgo, Texas
By: Valde Guerra, Executive Office

Saul Ayala

Guadalupe S. Ayala

Aroldo Soto

Deodeli Martinez

Ricardo Soto

Gilda D. Cantu

CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT - TAX SERVICE

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not Known,
Date: July 6, 2017

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider of settlement services	Charge or range of charges
Tax Information and Tax Certificates	$54.13

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

County of Hidalgo

BY:_____
The County of Hidalgo, Texas
By: Valde Guerra, Executive Office

Saul Ayala

Guadalupe S. Ayala

Aroldo Soto

Deodeli Martinez

Ricardo Soto

Gilda D. Cantu

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

County of Hidalgo

BY:_____
The County of Hidalgo, Texas
By: Valde Guerra, Executive Office

Saul Ayala

Guadalupe S. Ayala

Aroldo Soto

Deodeli Martinez

Ricardo Soto

Gilda D. Cantu

SIERRA TITLE OF HIDALGO COUNTY, INC.

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: **0003169427**

SELLER (whether one or more): **Saul Ayala and Guadalupe S. Ayala, Aroldo Soto, Deodeli Martinez, Ricardo Soto, and Gilda D. Cantu**

BUYER (whether one or more): **County of Hidalgo**

LENDER:

PROPERTY: Not Known,

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Sierra Title of Hidalgo County, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

Buyer's Initials

_____

_____

1. **WAIVER OF INSPECTION.** In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.

   BUYER agrees to accept an Owner Title Policy containing the Schedule B exception for "RIGHTS OF PARTIES IN POSSESSION". "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right, adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

   However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

Buyer's Initials

_____

_____

2. **RECEIPT OF COMMITMENT.** BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.

Buyer's Initials

_____

_____

3. **UNSURVEYED PROPERTY.** BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

Buyer's Initials

4. **BOUNDARY COVERAGE.** As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 15% of the Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

Seller's Initials | Buyer's Initials

5. **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's Initials

6. **TAX RENDITION AND EXEMPTIONS.** Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's Initials

7. **HOMEOWNER'S ASSOCIATION.** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction.

Seller's Initials | Buyer's Initials

8. **CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

   a. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;

   b. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,

   c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's Initials

9. **ARBITRATION.** This paragraph does not apply to the Residential Owner Policy (T-1R). The parties may later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Title Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision. IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 9.

Seller's Initials

10. **IRS REPORTING.** SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

Seller's Initials | Buyer's Initials

11. **ERRORS AND OMISSIONS.** In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms , conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Buyer's Initials

12. **ATTORNEY REPRESENTATION AND NOTICE.** BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy is an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

SELLER SIGNATURE

Saul Ayala

Guadalupe S. Ayala

Aroldo Soto

Deodeli Martinez

Ricardo Soto

Gilda D. Cantu

Subscribed and sworn to before me this 13th day of July, 2017.

By Saul Ayala, Aroldo Soto, Deodeli Martinez, Ricardo Soto, Gilda D. Cantu

Notary Public

JAIME ERNESTO SALINAS
Notary Public, State of Texas
My Commission Expires
MARCH 20, 2018

BUYER SIGNATURE

County of Hidalgo

BY:_____
The County of Hidalgo, Texas
By: Valde Guerra, Executive Office

Subscribed and sworn to before me this _____day of _____, _____.

By _____

_____
Notary Public

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION

(USE SEPARATE FORM FOR EACH PARTY)
TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File No.: 0003169427
SUBJECT PROPERTY: Lot(s): 5, Block: 11 A.J. McColl

STATE OF _____
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Saul Ayala and Guadalupe S. Ayala, Aroldo Soto, Deodeli Martinez, Ricardo Soto, and Gilda D. Cantu.
Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____
_____	_____

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____
_____	_____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

_____

4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

_____

5. *To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: _____ / _____. Seller's address (office address, if seller is an entity; home address if seller is an individual) is:

_____

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Saul Ayala

Guadalupe S. Ayala

Aroldo Soto

Deodeli Martinez

Ricardo Soto

Gilda D. Cantu

Subscribed and sworn to before me this 8th day of July, 2017.

By Christina Alcantar

Notary Public

CHRISTINA ALCANTAR
MY COMMISSION EXPIRES
April 24, 2019

Subscribed and sworn to before me this 12 day of July, 2017.

By Thomas Long

Notary Public

THOMAS R. LONG
Notary Public, State of Texas
My Commission Expires
April 24, 2019

Subscribed and sworn to before me this 13th day of July, 2017.

By Jaime Salinas

Notary Public

JAIME ERNESTO SALINAS
Notary Public, State of Texas
My Commission Expires
MARCH 20, 2018

Subscribed and sworn to before me this 13th day of July, 2017

By Jaime Salinas

Notary Public

JAIME ERNESTO SALINAS
Notary Public, State of Texas
My Commission Expires
MARCH 20, 2018

Subscribed and sworn to before me this 13th day of July 2017

By

Notary Public

JAIME ERNESTO SALINAS
Notary Public, State of Texas
My Commission Expires
MARCH 20, 2018

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

Revised 01/02

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Fidelity National Title** ("Title Insurer")

Sierra Title of Hidalgo County, Inc. ("The Company")

RE: Saul Ayala and Guadalupe S. Ayala, Aroldo Soto, Deodeli Martinez, Ricardo Soto, and Gilda D. Cantu to County of Hidalgo

GF (File) No.: **0003169427**

Land: Being a 2,440 square foot or 0.560 of an acre tract of land, situated in the City of Pharr, Hidalgo County, Texas, out of Lot 5, Block 11, **A.J. MCCOLL SUBDIVISION**, of Porcion 68, as recorded in Volume 21, Page 598, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.43 acre tract of land conveyed by Warranty Deed dated January 14, 1975, to Saul Ayala, as described in Volume 1515, Page 719, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.15 acre tract of land, conveyed by Warranty Deed with Vendor's Lien, dated April 9, 1979, to Saul Ayala and wife, Guadalupe S. Ayala, as described in Volume 1619, Page 607, of the Deed Records, Hidalgo County, Texas, said 2,440 square foot or 0.0560 of an acre tract of land being more particularly described by metes and bounds as follows:

"SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL 1"

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Schedule B hereof.

1. **Waiver of Inspection**

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. **Receipt of Commitment**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. **Survey**

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. **Arbitration**

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title.

They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: July 6, 2017

Signature:

County of Hidalgo

BY:_____
The County of Hidalgo, Texas
By: Valde Guerra, Executive Office

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003169427

Seller Name(s): Deodeli Martinez

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

707 E. Freida St

Street Address (include Unit no. or Apt. no.)

P.O. Box

Pharr TX

City State

78577

Zip Code

Phone Information

	Seller One	Seller Two
Home No.:		
Business No.:		
Mobile No.:		
Email Address:		
Date of Birth:		
Social Security No.:		
Drivers License No.:		

D Ortiz

Deodeli Martinez Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003169427

Seller Name(s): Aroldo Soto

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

11939 Bois Dale
Street Address (include Unit no. or Apt. no.)

P.O. Box

San Antonio — TX
City — State

78245
Zip Code

Phone Information

	Seller One	Seller Two
Home No.:	(210) 885-3966	
Business No.:	" "	
Mobile No.:	" "	
Email Address:	golfero.53@gmail.com	
Date of Birth:	4-2-53	
Social Security No.:	451-88-9305	
Drivers License No.:	# 17423203	

Aroldo Soto — 7-12-17
Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003169427

Seller Name(s): Gilda D. Cantu

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

~~11939 Bois Dare~~ 3014 E. Alberta Rd.
Street Address (include Unit no. or Apt. no.)

P.O. Box

~~San Antonio~~ Edinburg
City

~~TX~~ TX
State

~~78245~~ 78542
Zip Code

Phone Information

	Seller One	Seller Two
Home No.:		
Business No.:		
Mobile No.:		
Email Address:		
Date of Birth:		
Social Security No.:		
Drivers License No.:		

Gilda D. Cantu Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003169427

Seller Name(s): Saul Ayala and Guadalupe S. Ayala

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

3014 E. Alberta Rd

Street Address (include Unit no. or Apt. no.)

P.O. Box

Edinburg TX

City State

78542

Zip Code

Phone Information

	Seller One	Seller Two
Home No.:		
Business No.:		
Mobile No.:		
Email Address:		
Date of Birth:		
Social Security No.:		
Drivers License No.:		

Saul Ayala

Saul Ayala Date

~~Guadalupe S. Ayala~~ Date

INSTRUCTIONS FOR DISBURSEMENT OF SELLERS PROCEEDS

Call when check is ready:

☐ Seller(s) at home _____ work _____ cell _____

☐ Realtor at _____

☐ Other _____ at Phone No. _____

☑ Mail check to: 11939 Bois Darc
San Antonio, TX 78245

☐ Federal Express check to: _____

☐ Wire Transfer funds to:
Name of Receiving Bank: _____
ABA No.: _____
Credit to the account of: _____
Account No.: _____

☐ Deposit into Acct. No. _____ (Deposit Slip Attached)

☐ Make check payable to Seller's Attorney:

_____, Trustee

_____
Aroldo Soto

INSTRUCTIONS FOR DISBURSEMENT OF SELLERS PROCEEDS

Call when check is ready:

☐ Seller(s) at home _____ work _____ cell _____

☐ Realtor at _____

☐ Other _____ at Phone No. _____

☐ Mail check to: I gave permission to Mrs. Salinas to hand deliver my check!

☐ Federal Express check to: _____

☐ Wire Transfer funds to:

Name of Receiving Bank: _____

ABA No.: _____

Credit to the account of: _____

Account No.: _____

☐ Deposit into Acct. No. _____ (Deposit Slip Attached)

☐ Make check payable to Seller's Attorney:

_____, Trustee

_____

Deodeli Martinez

INSTRUCTIONS FOR DISBURSEMENT OF SELLERS PROCEEDS

Call when check is ready:

☐ Seller(s) at home _____ work _____ cell _____

☐ Realtor at _____

☐ Other _____ at Phone No. _____

☒ Mail check to: 312 Rio Finto

El Paso, Texas 79912

☐ Federal Express check to: _____

☐ Wire Transfer funds to:

Name of Receiving Bank: _____

ABA No.: _____

Credit to the account of: _____

Account No.: _____

☐ Deposit into Acct. No. _____ (Deposit Slip Attached)

☐ Make check payable to Seller's Attorney:

_____, Trustee

_____

Ricardo Soto

INSTRUCTIONS FOR DISBURSEMENT OF SELLERS PROCEEDS

Call when check is ready:

☐ Seller(s) at home _____ work _____ cell _____

☐ Realtor at _____

☐ Other _____ at Phone No. _____

☐ Mail check to: _____ I give permission to Jaime Salinas to hand deliver check

_____

_____

☐ Federal Express check to: _____

_____

_____

☐ Wire Transfer funds to:

Name of Receiving Bank: _____

ABA No.: _____

Credit to the account of: _____

Account No.: _____

☐ Deposit into Acct. No. _____ (Deposit Slip Attached)

☐ Make check payable to Seller's Attorney:

_____, Trustee

X Saul Ayala
Saul Ayala

_____
~~Guadalupe S. Ayala~~

INSTRUCTIONS FOR DISBURSEMENT OF SELLERS PROCEEDS

Call when check is ready:

☐ Seller(s) at home _____ work _____ cell _____

☐ Realtor at _____

☐ Other _____ at Phone No. _____

☐ Mail check to: _____ I give permission to Jaime Salinas to hand deliver check.

_____

_____

☐ Federal Express check to: _____

_____

_____

☐ Wire Transfer funds to:

Name of Receiving Bank: _____

ABA No.: _____

Credit to the account of: _____

Account No.: _____

☐ Deposit into Acct. No. _____ (Deposit Slip Attached)

☐ Make check payable to Seller's Attorney:

_____, Trustee

_____

Gilda D. Cantu

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003169427

Seller Name(s): Ricardo Soto

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

312 RIO TINTO,
Street Address (include Unit no. or Apt. no.)

P.O. Box

EL PASO — TX
City — State

79912
Zip Code

Phone Information

	Seller One	Seller Two
Home No.:	915-588-4383	
Business No.:	" "	
Mobile No.:	" "	
Email Address:	RICKSOTO1111@GMAIL.COM	
Date of Birth:		
Social Security No.:		
Drivers License No.:		

Ricardo Soto — Date

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: Aroldo Soto
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:

   Not Known,
3. Taxpayer Identification No. (TIN): 451 88. 9305

Part II. Seller Assurances

Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

True	False		
☐	☐		1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
☐	☐		2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		3. No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
☐	☐		4. At least one of the following three statements applies: The sale or exchange is of the entire residence for $250,000 or less. or I am married, the sale or exchange is of the entire residence for $500,000 or less, and the gain on the sale or exchange of the entire residence is $250,000 or less. I am married, the sale or exchange is of the entire residence for $500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
True	False	N/A	
☐	☐	☐	6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Aroldo Soto

7-12-17
Date

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: Deodeli Martinez
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:

   Not Known,

3. Taxpayer Identification No. (TIN): 458-13-6455

Part II. Seller Assurances

Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

True	False	N/A		
☐	☐		1.	I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
☐	☐		2.	I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		3.	No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
☐	☐		4.	At least one of the following three statements applies: The sale or exchange is of the entire residence for $250,000 or less. or I am married, the sale or exchange is of the entire residence for $500,000 or less, and the gain on the sale or exchange of the entire residence is $250,000 or less. I am married, the sale or exchange is of the entire residence for $500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		5.	During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
☐	☐	☐	6.	If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

X _____ _____

Deodeli Martinez Date 7/13/17

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: Ricardo Soto
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:

   Not Known,
3. Taxpayer Identification No. (TIN): SS# 466-21-0988

Part II. Seller Assurances

Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

True	False		
☐	☑	1.	I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
☑	☐	2.	I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☑	☐	3.	No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
☑	☐	4.	At least one of the following three statements applies: The sale or exchange is of the entire residence for $250,000 or less. or I am married, the sale or exchange is of the entire residence for $500,000 or less, and the gain on the sale or exchange of the entire residence is $250,000 or less. I am married, the sale or exchange is of the entire residence for $500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☑	☐	5.	During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.

True	False	N/A		
☐	☐	☑	6.	If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Ricardo Soto

7/8/2017

Date

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: Gilda D. Cantu
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:

   Not Known,

3. Taxpayer Identification No. (TIN): 465-23-8684

Part II. Seller Assurances

Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

True	False		
☐	☐		1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
☐	☐		2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		3. No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
☐	☐		4. At least one of the following three statements applies: The sale or exchange is of the entire residence for $250,000 or less. or I am married, the sale or exchange is of the entire residence for $500,000 or less, and the gain on the sale or exchange of the entire residence is $250,000 or less. I am married, the sale or exchange is of the entire residence for $500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
True	False	N/A	
☐	☐	☐	6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Gilda D. Cantu

7/13/17
Date

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: Saul Ayala and Guadalupe S. Ayala
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:

   Not Known,

3. Taxpayer Identification No. (TIN): 455-68-5331

Part II. Seller Assurances

Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

True	False		
☐	☐		1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
☐	☐		2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		3. No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
☐	☐		4. At least one of the following three statements applies: The sale or exchange is of the entire residence for $250,000 or less. or I am married, the sale or exchange is of the entire residence for $500,000 or less, and the gain on the sale or exchange of the entire residence is $250,000 or less. I am married, the sale or exchange is of the entire residence for $500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
True	False	N/A	
☐	☐	☐	6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Saul Ayala — 7/13/17

Saul Ayala — Date

Guadalupe S. Ayala

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2017

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS
Sierra Title of Hidalgo County, Inc.

3401 N. 10th Street
McAllen, TX 78501
956-682-8321

Filer's Federal Tax ID Number: 74-1649949
Order Number: 0003169427

SELLER/TRANSFEROR'S NAME AND ADDRESS
Gilda D. Cantu

Transferor's Federal Tax ID Number:

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
07/06/17	5609.40	X	0.00

3) Address or Legal Description:
Not Known

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Gilda D. Cantu — Date 7/13/17

Date

INSTRUCTIONS FOR TRANSFEROR:

You MUST enter your Federal Tax Identification Number Above.

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2017 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if **all** the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523.

Transferor's identification number. For your protection, this form may show only the last four digits of your SSN, ITIN, or ATIN. However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments.
Account number. May show an account or other unique number the filer assigned to distinguish your account.
Box 1. Shows the date of closing.
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Department of the Treasury - Internal Revenue Service

SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2017

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS
Sierra Title of Hidalgo County, Inc.

3401 N. 10th Street
McAllen, TX 78501
956-682-8321

Filer's Federal Tax ID Number: 74-1649949
Order Number: 0003169427

SELLER/TRANSFEROR'S NAME AND ADDRESS
Ricardo Soto

Transferor's Federal Tax ID Number:

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
07/06/17	5609.40	X	0.00

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I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Ricardo Soto

7/8/2017
Date

Date

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PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2017

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS
Sierra Title of Hidalgo County, Inc.

3401 N. 10th Street
McAllen, TX 78501
956-682-8321

Filer's Federal Tax ID Number: 74-1649949
Order Number: 0003169427

SELLER/TRANSFEROR'S NAME AND ADDRESS
Aroldo Soto

Transferor's Federal Tax ID Number:

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
07/06/17	5609.40	X	0.00

3) Address or Legal Description:
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I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Aroldo Soto _____ 7-12-17
Date

_____
Date

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Department of the Treasury - Internal Revenue Service

SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2017

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS
Sierra Title of Hidalgo County, Inc.

3401 N. 10th Street
McAllen, TX 78501
956-682-8321

Filer's Federal Tax ID Number: 74-1649949
Order Number: 0003169427

SELLER/TRANSFEROR'S NAME AND ADDRESS
Saul Ayala
Guadalupe S. Ayala

Transferor's Federal Tax ID Number:

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
07/06/17	5609.40	X	0.00

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Saul Ayala _____ Date 7/13/17

Saul Ayala

~~Guadalupe S. Ayala~~ _____ Date _____

INSTRUCTIONS FOR TRANSFEROR:

You MUST enter your Federal Tax Identification Number Above.

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

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Department of the Treasury - Internal Revenue Service

SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2017

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS
Sierra Title of Hidalgo County, Inc.

3401 N. 10th Street
McAllen, TX 78501
956-682-8321

Filer's Federal Tax ID Number: 74-1649949
Order Number: 0003169427

SELLER/TRANSFEROR'S NAME AND ADDRESS
Deodeli Martinez

Transferor's Federal Tax ID Number: XXX-XX-6455

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
07/06/17	5609.40	X	0.00

3) Address or Legal Description:
Not Known

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D Mtz — 7/13/17

Deodeli Martinez — Date

Date

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BUYER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003169427

Borrower/Buyer Name(s): County of Hidalgo

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

_____
Street Address (include Unit no. or Apt. no.)

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

	Buyer One	Buyer Two
Home No.:	_____	_____
Business No.:	_____	_____
Mobile No.:	_____	_____
Email Address:	_____	_____
Date of Birth:	_____	_____
Social Security No.:	_____	_____
Drivers License No.:	_____	_____

County of Hidalgo

_____
The County of Hidalgo, Texas Date
By: Valde Guerra, Executive Office

TAX PRORATION AGREEMENT

GF No. **3169427**

Date: July 6, 2017

SELLER: Saul Ayala, Aroldo Soto, Deodeli Martinez, Ricardo Soto, and Gilda D. Cantu

BUYER: County of Hidalgo

Being a 2,440 square foot or 0.560 of an acre tract of land, situated in the City of Pharr, Hidalgo County, Texas, out of Lot 5, Block 11, **A.J. MCCOLL SUBDIVISION**, of Porcion 68, as recorded in Volume 21, Page 598, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.43 acre tract of land conveyed by Warranty Deed dated January 14, 1975, to Saul Ayala, as described in Volume 1515, Page 719, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.15 acre tract of land, conveyed by Warranty Deed with Vendor's Lien, dated April 9, 1979, to Saul Ayala and wife, Guadalupe S. Ayala, as described in Volume 1619, Page 607, of the Deed Records, Hidalgo County, Texas, said 2,440 square foot or 0.0560 of an acre tract of land being more particularly described by metes and bounds as follows:

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is **only an estimate** based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

NO TAX PRORATIONS

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

X Saul Ayala
Saul Ayala

Aroldo Soto

X
Deodeli Martinez

Ricardo Soto

Gilda D. Cantu

PURCHASER(S):

The County of Hidalgo, Texas
By: Valde Guerra, Executive Office

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this 13th day of July, 2017, by Saul Ayala, to certify which witness my hand and seal of office.

JAIME ERNESTO SALINAS
Notary Public, State of Texas
My Commission Expires
MARCH 20, 2018

Notary Public, in and for the State of Texas
Jaime Salinas
Notary's Printed Name
My Commission Expires: 3/20/18

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this 13th day of July, 2017, by Gilda D. Cantu , to certify which witness my hand and seal of office.

JAIME ERNESTO SALINAS
Notary Public, State of Texas
My Commission Expires
MARCH 20, 2018

Notary Public, in and for the State of Texas
Jaime Salinas
Notary's Printed Name

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this 8th day of July, 2017, by Ricardo Soto, to certify which witness my hand and seal of office.

CHRISTINA ALCANTAR
MY COMMISSION EXPIRES
April 24, 2019

Alcantar
Notary Public, in and for the State of Texas

Christina Alcantar
Notary's Printed Name
My Commission Expires: April 24, 2019

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this 12 day of July, 2017, by Aroldo Soto, to certify which witness my hand and seal of office.

THOMAS R. LONG
Notary Public, State of Texas
My Commission Expires
April 24, 2019

Thomas Long
Notary Public, in and for the State of Texas

Thomas Long
Notary's Printed Name
My Commission Expires: April 24, 2019

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this 15th day of July, 2017, by Deodeli Martinez, to certify which witness my hand and seal of office.

Notary Public, in and for the State of Texas

Notary's Printed Name
My Commission Expires: 3/20/18

STATE OF TEXAS
COUNTY OF Hidalgo

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2016, by The County of Hidalgo, Texas, by Valde Guerra, Executive Office hand and seal of office.

Notary Public, in and for the State of Texas

Notary's Printed Name
My Commission Expires: _____

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 7311 South Jackson Road, Pharr, Texas
Property Owner: Saul Ayala
Address of Property Owner: 3014 East Alberta Road, Edinburg, Texas 78542
Occupant's Name: Los Primos Tires (Tenant)
Whole: ☐ Partial: ☒ Acquisition

District: 21
Parcel: 1
ROW CSJ: 0921-02-252
Federal Project No: N/A
Highway: Dicker Road County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and Sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $28,047 as of May 24, 2017, based upon my independent appraisal and the exercise of my professional judgment;

That on May 24, 2017 (date)(s), I personally inspected in the field the property herein appraised; that I afforded Saul Ayala, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on May 22, 2017 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation, and/or their representatives, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? ___No___ (yes or no)
2. If so, is the denial of direct access material?___N/A___ (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $__0.00__.

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature
General Real Estate Appraiser (TX 1328375 – General)
Certification Number

May 24, 2017
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser Date

* A 5 *

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal on-site and/or off-site visit of the property that is the subject of this report based on the permission granted at the time of inspection.

Thomas M. Davis, State Certified General Real Estate Appraiser, with Leonel Garza Jr. & Associates, LLC, provided significant professional assistance in the preparation of this report, not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser. However, he is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, i.e., a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan.

This appraisal has been completed with the extraordinary assumption that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and/or by way of the Access Management Policy enacted by the State of Texas. This assignment was completed in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

(d) "In estimating injury or benefit under Subsection (c), the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property, including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owner experiences in common with the general community, including circuity of travel and diversion of traffic. In this subsection, "direct access" means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street, or highway."

I have performed no other appraisal services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General

Assumptions and Limiting Conditions

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been, or can be, obtained or renewed for any use for which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass, unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property and is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Any allocation of the total value in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question, unless arrangements have been previously made.

No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Marketing Time: Begins with the date of value estimate and the exposure time indicated.

Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of the Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Jurisdictional Exception

Jurisdictional Exception is defined in the Uniform Standards of Professional Appraisal Practice as an assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. Project impact/influence is disregarded in the appraisal of the subject whole property. This is a departure from Standards Rule 1-4(f), which states that "when analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such improvements to the extent they are reflected in market actions." (U-20, Lines 618-620). This report has been prepared in such a manner that any market influences projected by the proposed development shall not be taken into consideration.

Client for Appraisal

The client for this report is Hidalgo County Precinct No. 2, located at 300 West Hall Acres, Suite G, Pharr, Texas 78577. Jaime Salinas is the project manager and can be contacted at (956) 787-1891.

Intended Use and User

The appraisal report is intended for use solely by Hidalgo County Precinct No. 2, and others involved in the project. The purpose of this report is to provide a current market value of the part to be acquired so that Hidalgo County Precinct No. 2 can begin negotiations for the purchase of the subject property, in part or as a whole, as described by the survey provided. The report, in part or as a whole, is to be used solely for the acquisition of said property in the name of the Hidalgo County Precinct No. 2. The acquisition of the subject property (whole or part) shall be utilized for the expansion and extension of Dicker Road. The project limits consist of the subject property, and shall be utilized for the expansion of Dicker Road at the intersection with Jackson Road. This report is not intended for any other use, unless specified by the client, Hidalgo County Precinct No. 2.

Scope of the Assignment

By contract and written authorization to proceed, Hidalgo County Precinct No. 2 requested that Garza & Associates prepare an appraisal report of the part to be acquired for the proposed right-of-way project. The subject property shall be valued in the fee simple estate in its present condition. The scope of the assignment makes the extraordinary assumption that the subject property is free from contamination and/or other environmental conditions, which would affect the overall market value. In addition, the subject property shall be valued with the Jurisdictional Exception that the subject property shall be valued without project influence. The owner-of-record shall be contacted by letter affording the right to be present on-site with the appraiser at the time of on-site visit. In the event that confirmation cannot be made with the owner-of-record, the appraiser is to proceed from an existing public road right-of-way. During the appraisal process, other sales in the area shall be analyzed for comparability and reliability in determining the market value of the subject property. Any site or building improvements located within the acquisition area shall be measured and photographed. These improvements shall be itemized for purposes of compensation and/or cost to cure (if any). The report shall establish the market value of the whole, part to be acquired, and the remainder before and after the acquisition. The appraiser shall also review the remainder before and after to determine if there is any diminution of market value. This report shall be prepared and conform with the Texas Department of Transportation ROW A-5 Form Rev. 08/2011.

Property Rights

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee simple is defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Dictionary of Real Estate Appraisal, Appraisal Institute

Market Value

The following is the basis for which the determination of market value is established for the subject property. In addition, these factors are used for the selection of comparables in the Direct Sales Analysis.

"The price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954)

Exposure & Marketing Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area, which were reviewed during the sales search for comparables similar to the subject property. However, it is noted that the subject property is listed for sale at the time of appraisal.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation. Any and all personal property and/or realty located within the existing road right-of-way shall be deemed non-compensable. In the event the selected items are determined to be compensable, they shall be included within the cost approach section of this report.

Extraordinary Assumptions & Hypothetical Conditions

The subject property is owned in fee simple and shall be appraised as such. Any fractional interest involved in the subject property shall not be analyzed as dictated by the scope of the assignment for purposes of determining market value.

It is assumed that the subject property owner can obtain a building permit upon completion or extension of utilities within the subdivision.

Accessibility To Site

The owner-of-record was sent a certified letter asking for permission to enter the subject property to measure and photograph the subject property. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC, at (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.

GARZA
& ASSOCIATES

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

December 5, 2016

County: Hidalgo
Highway: Dicker Road
From:
Parcel 1

Saul Ayala
3014 East Alberta Road
Edinburg, Texas 78542

Mr. Ayala

Garza & Associates LLC has been contracted by Hidalgo County Precinct No. 2, to appraise your property along Dicker Road. The purpose of this appraisal is to determine the market value of the part to be acquired required for the road expansion project. This road project has been developed by the Texas Department of Transportation and Hidalgo County Precinct No. 2.

I would like to extend the opportunity to meet with our appraisers on-site in order to explain the project and the purpose of the appraisal report. You may contact Garza & Associates at (956) 687-7295 for an office appointment to meet with me to discuss the project at our local office at 1419 Dove Avenue, McAllen, Texas. In the event access is not granted we will continue our inspection off-site along public right of way as per scope of the assignment.

We will be researching the market area for any and all real estate sales, and would appreciate any leads or information that would aid in the determination market value. If this letter does not pertain to you and or you have sold the property, please notify our office as soon as possible so that the proper owner can be notified of this project. If you have any questions you may contact us at (956) 687-7295 or email at leonel3@garza-associates.com.

With this letter I request permission to perform an on-site visit to measure and photograph the area to be acquired. This will include any site and or building improvements affected by the part to be acquired. If you have any objections or are willing to grant permission, please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible to make arrangements.

Sincerely,

Leonel Garza III
State Certified General Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 2
C/o: Jaime Salinas
300 West Hall Acres, Suite G
Pharr, Texas 78577
Office (956) 787-1891

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To Saul Ayala

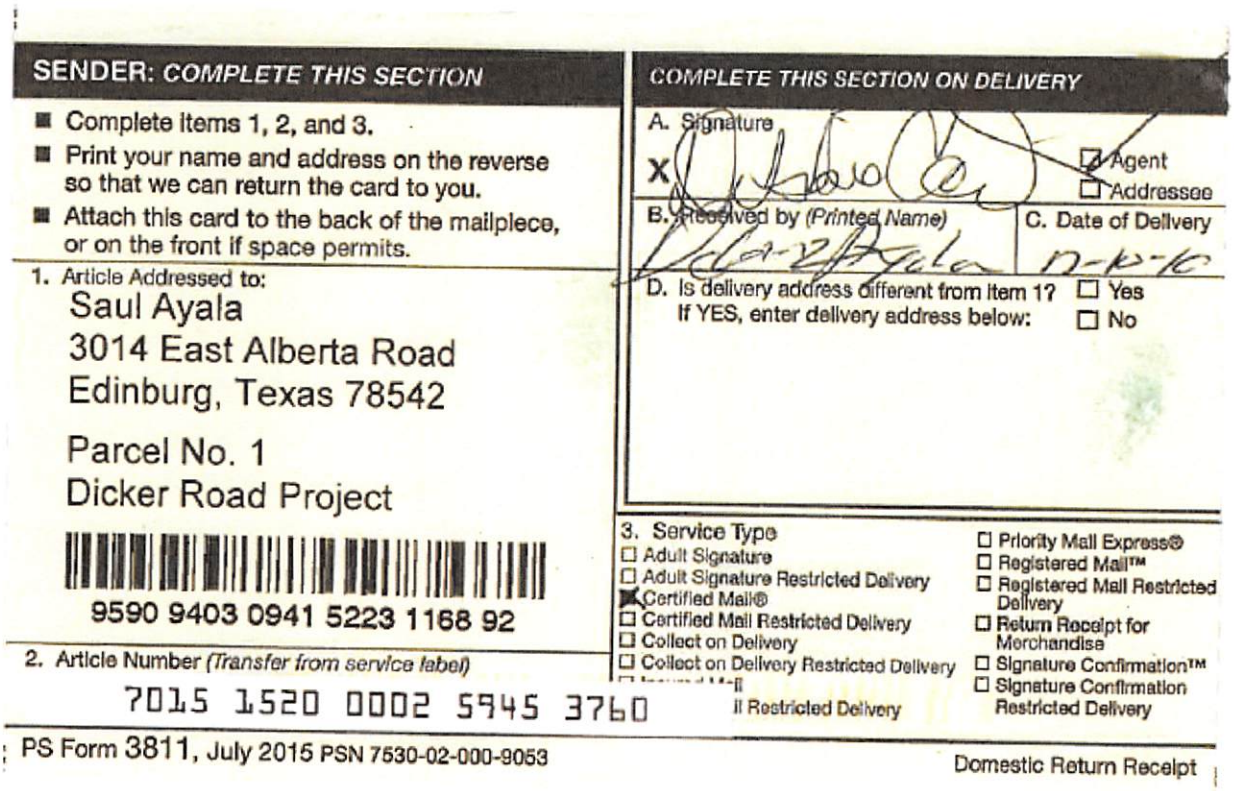
Street and Apt. No., or PO Box No. 3014 East Alberta Road

City, State, ZIP+4® Edinburg, Texas 78542

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 1520 0002 5945 3760

MCALLEN, TX
DEC 09 2015
Postmark Here
Mail-Pak 78504



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Saul Ayala
3014 East Alberta Road
Edinburg, Texas 78542

Parcel No. 1
Dicker Road Project

9590 9403 0941 5223 1168 92

2. Article Number (Transfer from service label)
7015 1520 0002 5945 3760

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) [signature] C. Date of Delivery 12-9-15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

AERIAL MAP WHOLE TRACT

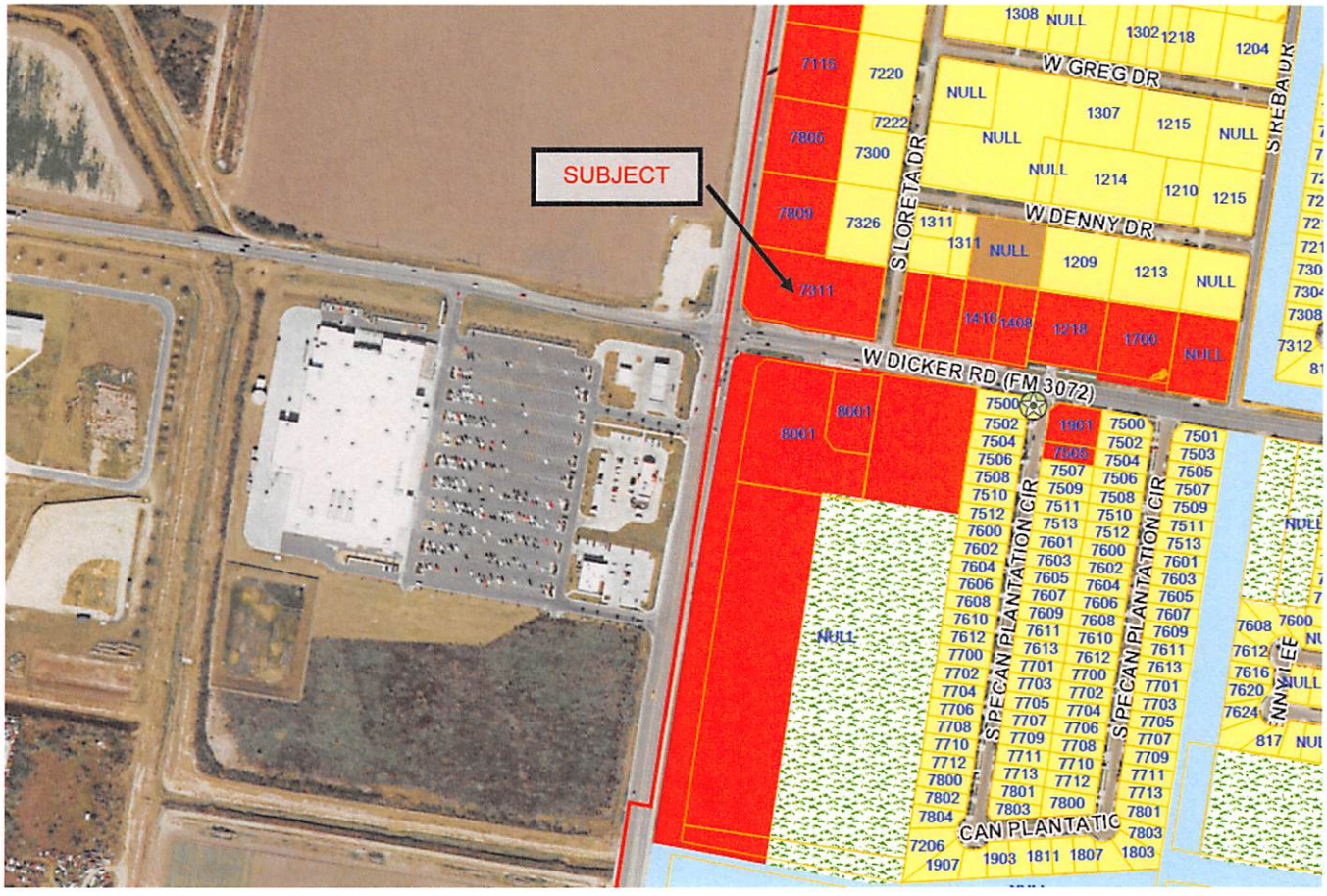
www.googleearth.com

Pharr Utilities

According to the City of Pharr Utilities Map, the subject property has access to all municipal utilities, which includes water and sewer.

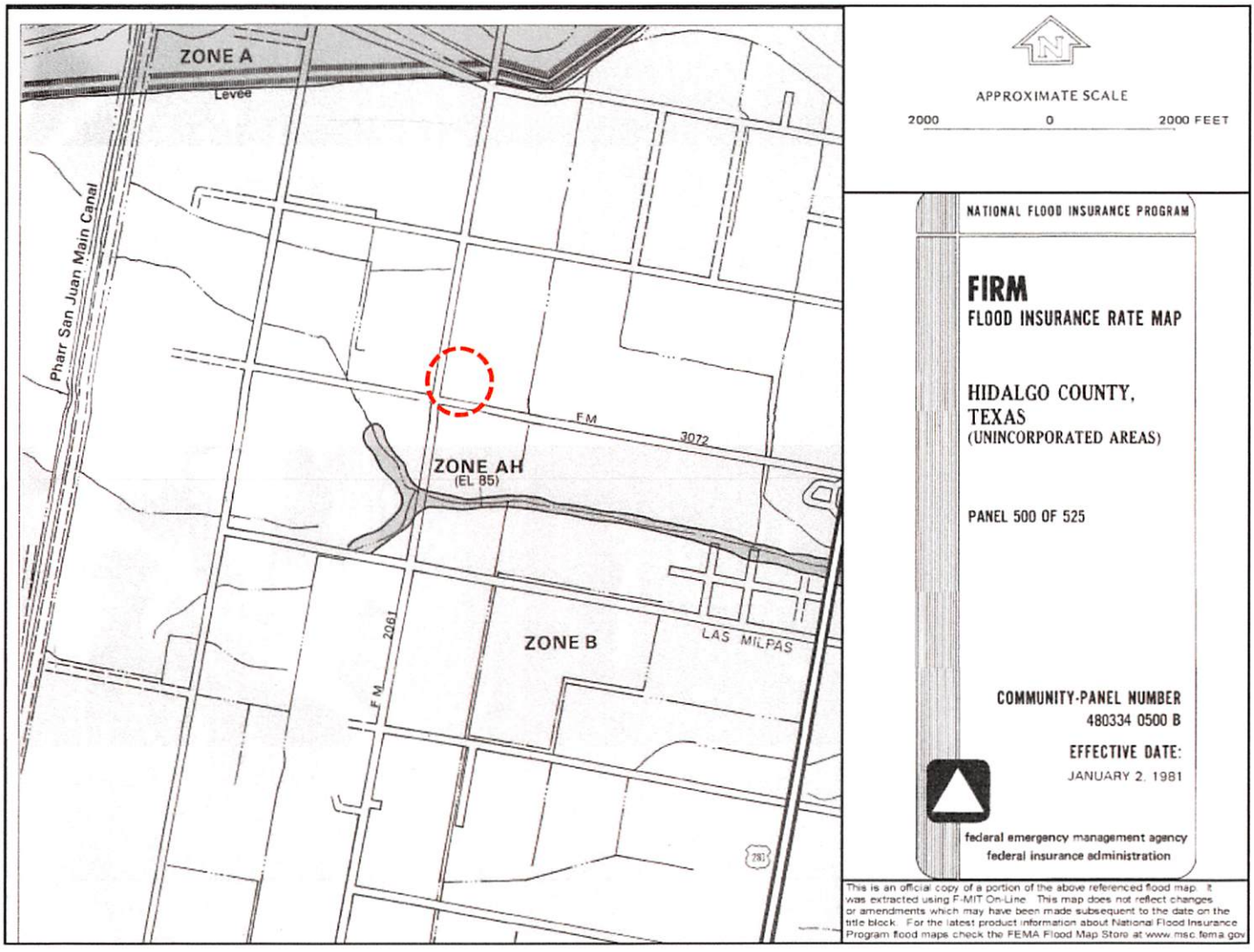
Municipal Zoning

The property is located within the city limits of Pharr, which does have a municipal zoning ordinance. According to the City of Pharr zoning map, the subject property is zoned "General Business District".



http://www.cityofpharr.com

Flood Zone Designation



The subject property is located in Flood Zone B. Zone B is not designated as a Special Flood Hazard area. A flood hazard area located on the Flood Insurance Rate Map is identified as a Special Flood Hazard Area (SFHA). SFHAs are defined as areas that will be inundated by any flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

www.fema.gov

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 1

Local Address: Northeast corner of Jackson Road and Dicker Road, Pharr, Texas

Date Taken: May 24, 2017

Taken By: Leonel Garza III

Point which taken: Photo 1: Dicker Road right-of-way
Photo 2: Dicker Road right-of-way

Looking: Photo 1: Northern View
Photo 2: Western View

Photo 1
General view of the subject property and the improvements located on-site.

Photo 2
Western view of the part to be acquired.

Point which taken: Photo 3: Subject Property
Photo 4: Subject Property

Looking: Photo 3: Western View
Photo 4: Eastern View

Photo 3
Street view of Dicker Road. The subject property is to the right in this photo.

Photo 4
Street view of Dicker Road. The subject property is to the left in this photo.

Property Description

As of the date of appraisal, the subject property is improved with an automotive / tire shop and two (2) separate single-family residential homes, and supporting site improvements. The structural improvements shall not be impacted by the proposed acquisition; therefore, the area and stated value from the Hidalgo County Appraisal District was utilized in the report. The subject property is identified as Lot 5, Block 11 of A.J. McColl Subdivision with a total land area of 2.58 acres (112,385 square feet). The subject property has approximately 215.0' lineal feet of frontage along the east side of Jackson Road, approximately 340.0' lineal feet of frontage along the north side of Dicker Road, and approximately 210.0' lineal feet of frontage along the west side of Loretta Lane. The subject property has access to City of Pharr water and sewer, and is currently zoned "General Business District".

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improvement property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."

The Dictionary of Real Estate Appraisal. 6TH Edition Chicago: Appraisal Institute, 2015

Legally Permissible

After a review of the existing zoning map for the subject property, the subject property is zoned General Business District. This type of municipal zoning allows for commercial use and/or development.

Physically Possible

The subject property is located at the northeast corner of Jackson Road and Dicker Road, within the city limits of Pharr, Texas, and has access to both municipal water and sewer. The site is currently being utilized for a mixed commercial and residential use. The subject property appears to have sufficient land area to construct a commercial structure.

Financially Feasible

Based on the recent developments near the intersection of Jackson Road and Dicker Road, which includes Walmart, Whataburger, Buffalo Wings & Rings, and Stripes, the traffic levels at the intersection indicate that a commercial development shall be financially feasible.

Maximally Productive

The subject property is currently being utilized as a mixed use (commercial and residential) property. The overall site would be at its maximally productive state if developed for commercial purposes. The maximally productive use for commercial purposes, is based on the surrounding commercial uses and current traffic levels.

The overall highest and best use is confirmed for a commercial use or development, as the subject property is zoned for commercial use, has access to municipal water and sewer service, has access to Jackson Road and Dicker Road, and is surrounded by commercial developments.

Property Tax Assessment

The Hidalgo County Appraisal District provides general information about the District and the property tax system in Texas, as well as general information regarding properties assessed for taxes. This data source does not replace the use of a title search, but will inform the appraiser of the current owner-of-record. The Appraisal District will annually appraise properties according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal Practices (USPAP). Research concerning the derivation of the following assessed value was not conducted during the course of this appraisal and is used for data collection purposes only. The following information can be found at www.hidalgoad.org and/or the District office located at 4405 S. Professional Drive, Edinburg, Texas. A portion of the subject property is currently under contract for an unknown price, but was listed $950,000 and was listed for 1,673 days on the market.

Hidalgo CAD

Property Search Results > 274102 AYALA SAUL for Year 2017

Property

Account

Property ID:	274102	Legal Description:	R/S LOT 5 BLK 11 LOT 6 & 7
Geographic ID:	R5150-00-000-0006-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	7311 S JACKSON RD PHARR, TX	Mapsco:	
Neighborhood:	R/S LOT 5 BLK 11	Map ID:	CPR
Neighborhood CD:	R515000		

Owner

Name:	AYALA SAUL	Owner ID	733302
Mailing Address:	3014 E ALBERTA RD EDINBURG, TX 78542-2173	% Ownership:	100.0000000000%
		Exemptions:	OTHER, HS

Values

(+) Improvement Homesite Value:	+	$8,749	
(+) Improvement Non-Homesite Value:	+	$30,506	
(+) Land Homesite Value:	+	$378,536	
(+) Land Non-Homesite Value:	+	$316,239	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$734,030	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$734,030	
(–) HS Cap:	–	$287,447	
(=) Assessed Value:	=	$446,583	

Taxing Jurisdiction

Owner: AYALA SAUL
% Ownership: 100.0000000000%
Total Value: $734,030

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	APPRAISAL DISTRICT	0.000000	$734,030	$446,583	$0.00	
CPR	CITY OF PHARR	0.654000	$734,030	$436,583	$2,508.24	$240.53
DR1	DRAINAGE DISTRICT #1	0.095100	$734,030	$446,583	$424.70	
GHD	HIDALGO COUNTY	0.590000	$734,030	$431,583	$2,165.04	$119.24
JCC	SOUTH TEXAS COLLEGE	0.185000	$734,030	$446,583	$695.65	$54.17

www.hidalgoad.org

R12	ROAD DIST 12	0.000000	$734,030	$446,583	$0.00	
SPA	PSJA ISD	1.399200	$734,030	$411,583	$4,851.66	$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	$734,030	$446,583	$219.72	
	Total Tax Rate:	2.972500				
				Taxes w/Current Exemptions:	$10,865.01	
				Taxes w/o Exemptions:	$13,274.68	

Improvement / Building

Improvement #1: COMMERCIAL **State Code:** F1 **Living Area:** 1920.0 sqft **Value:** $25,502

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SHP	SHOP	*	CBK	1977	1920.0
CAN	CANOPY	* - *		1977	40.0
CAN	CANOPY	*		2011	960.0

Improvement #2: RESIDENTIAL **State Code:** A1 **Living Area:** 676.0 sqft **Value:** $8,749

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW - 2	DWD	1971	676.0

Improvement #3: RESIDENTIAL **State Code:** A1 **Living Area:** 592.0 sqft **Value:** $5,004

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	CBKLW - 2	CCBK	1947	592.0
POR	PORCH (COVERED)	*		1947	210.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.7900	34412.40	0.00	0.00	$378,536	$0
2	L	LOT	0.6600	28749.00	0.00	0.00	$316,239	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	$39,255	$694,775	0	734,030	$287,447	$446,583
2016	$38,595	$694,775	0	733,370	$296,088	$437,282
2015	$38,595	$694,775	0	733,370	$304,339	$429,031
2014	$39,729	$694,775	0	734,504	$313,005	$421,499

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1		CONV	CONVERSION	UNKNOWN	AYALA SAUL			

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for commercial use. This is based on the take and or commercial land area, access, available utilities, and surrounding uses. This classification shall be utilized for the determination of value for the whole property.

VALUATION APPROACHES
Cost Approach ..... $ 1,282,352

Sales Comparison Approach ..... $

Income Approach ..... $

RECONCILATION OF APPROACHES TO VALUE
Since the subject property is a mixed use tract of land, the cost approach "as is" is the only reliable method to value the whole property.

Contributory Value of Improvements	
Tire Shop (Stated Value as per HCAD)	$ 25,502
Residence No. 1 (Stated Value as per HCAD)	$ 8,749
Residence No. 2 (Stated Value as per HCAD)	$ 5,004
Asphalt Pavement	$ 6,862
Total Contributory Value of Improvements	**$ 46,117**

Land Value	112,385	SF	@ $	11.00	/ Square Foot	$ 1,236,235
Total Land Value						$ 1,236,235

Reconciled Final Value _____ **$ 1,282,352**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg 3.8	pg 3.9

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Margarita Gonzalez	Linsel Properties, LLC	Minerva Martinez	Gaspar Barrera and wife, Rachel Barrera
Grantee	Saul Ayala and wife, Guadalups S. Ayala	Madiam, L.P.	Ana Luisa Cantu	Kemas Pharr Jackson, LTD
Date	April 9, 1979	January 27, 2017	October 30, 2014	January 27, 2015
Sales Price	$ -	$ 350,000	$ 90,000	$ 400,000
Unit Price	$ - / SF	$ 7.37 / SF	$ 9.52 / SF	$ 14.13 / SF
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Similar 0%	Similar 0%	Superior -25%
Corner Influence	Corner	Interior 15%	Interior 15%	Interior 15%
Physical Characteristics	Average	Similar 0%	Similar 0%	Similar 0%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	All Utilities	Similar 0%	Similar 0%	Similar 0%
Frontage	Jackson Road and Dicker Road	South Cage Boulevard 10%	South Cage Boulevard 10%	South Jackson Road 10%
Size of Tract	112,385 SF	47,480 -10%	9,453 -35%	28,314 -20%
	Net Adjustment	$ 1.11 15%	$ (0.95) -10%	$ (2.83) -20%
	Indicated Unit Value	$ 8.48 / SF	$ 8.57 / SF	$ 11.30 / SF
Estimated Unit Value of Fee Simple Area				**$ 11.00 / SF**

Estimated Value by Sales Comparison Approach **$ 1,236,235**

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(Rev. 11/11)
Page 1 of 3

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 1 Highway: Dicker Road
County: Hidalgo ROW CSJ: 0921-02-312

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Linsel Properties, LLC, AKA Linsel Properties, LLC
Grantee/Lessee: Madiam, L.P.
Date: January 27, 2017 Recording Information: Deed No. 2783207 Key Map: Lon: W-98.184961 Lat: N26.187266
Address: 803 South Cage Boulevard, Pharr, TX Zip Code:
Legal Description: Lots Five (5), Six (6), Seven (7), Twelve (12) and Thirteen (13), Block One (1), Second Amended Subdivision Of Orange Grove Addition, an addition to the City of Pharr, Hidalgo County, Texas.
Confirmed Price: $350,000 Verified with: MLS No. E202665S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 1.090 Acres/ 47,480 Sq. Ft. Unit Price as Vacant: $321,101 / Acre
$7.37 / Square Foot
Type Street: Asphalt Paved Utilities: Electric, Public Water, City Sewer
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Highest & Best Use: Commercial
Date of Inspection: May 22, 2017 Zoning: Commercial Flood Plain:
Attach additional information as necessary:

Appraiser: Leonel Garza III May 24, 2017
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 1 Highway: Dicker Road
County: Hidalgo ROW CSJ: 0921-02-312

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Minerva Martinez, a single person
Grantee/Lessee: Ana Luisa Cantu
Date: October 30, 2014 Recording Information: Deed No. 2560183 Key Map: Lon: W-98.184720 Lat: N26.188414
Address: South Cage Boulevard, Pharr, TX Zip Code: 78577
Legal Description: A 0.22 of an acre tract of land being the West 90.00 feet of the North 105.58 feet of Lot 1, Block 2, Lowrie Subdivision, as recorded in Volume 5, Page 11, map records, Hidalgo County, Texas.
Confirmed Price: $90,000 Verified with: MLS No. E147447S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 0.217 Acres/ 9,453 Sq. Ft. Unit Price as Vacant: $414,747 / Acre
$9.52 / Square Foot
Type Street: Asphalt Paved Utilities: Electric, Gas, Public Water, Sewer
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Highest & Best Use: Commercial
Date of Inspection: May 22, 2017 Zoning: Commercial Flood Plain:
Attach additional information as necessary.

Appraiser: Leonel Garza III May 24, 2017
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 1 Highway: Dicker Road
County: Hidalgo ROW CSJ: 0921-02-312

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Gaspar Barrera and wife, Rachel Barrera Grantee/Lessee: Kemas Pharr Jackson, LTD
Date: January 27, 2015 Recording Information: Deed No. 2581791 Key Map: Lon: W-98.205475
Lat: N26.187584

Address: 907 South Jackson Road, Pharr, TX Zip Code: 78577

Legal Description: Being a 0.741-acre tract of land, more or less, out of the South 1/2 of Lot 6, Block 7, A.J. McColl Subdivision, of Porcion 68 as recorded in Vol. 21, Pg. 598, Map Records, Hidalgo County, Texas.

Confirmed Price: $400,000 Verified with: MLS No. A247172487S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 0.650 Acres/ 28,314 Sq. Ft.

Unit Price as Vacant: $615,385 / Acre
$14.13 / Square Foot

Type Street: Asphalt Paved

Utilities: Electric, Public Water, City Garbage, Other

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A

Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use:

Highest & Best Use: Commercial

Date of Inspection: May 22, 2017

Zoning: Commercial Flood Plain:

Attach additional information as necessary.

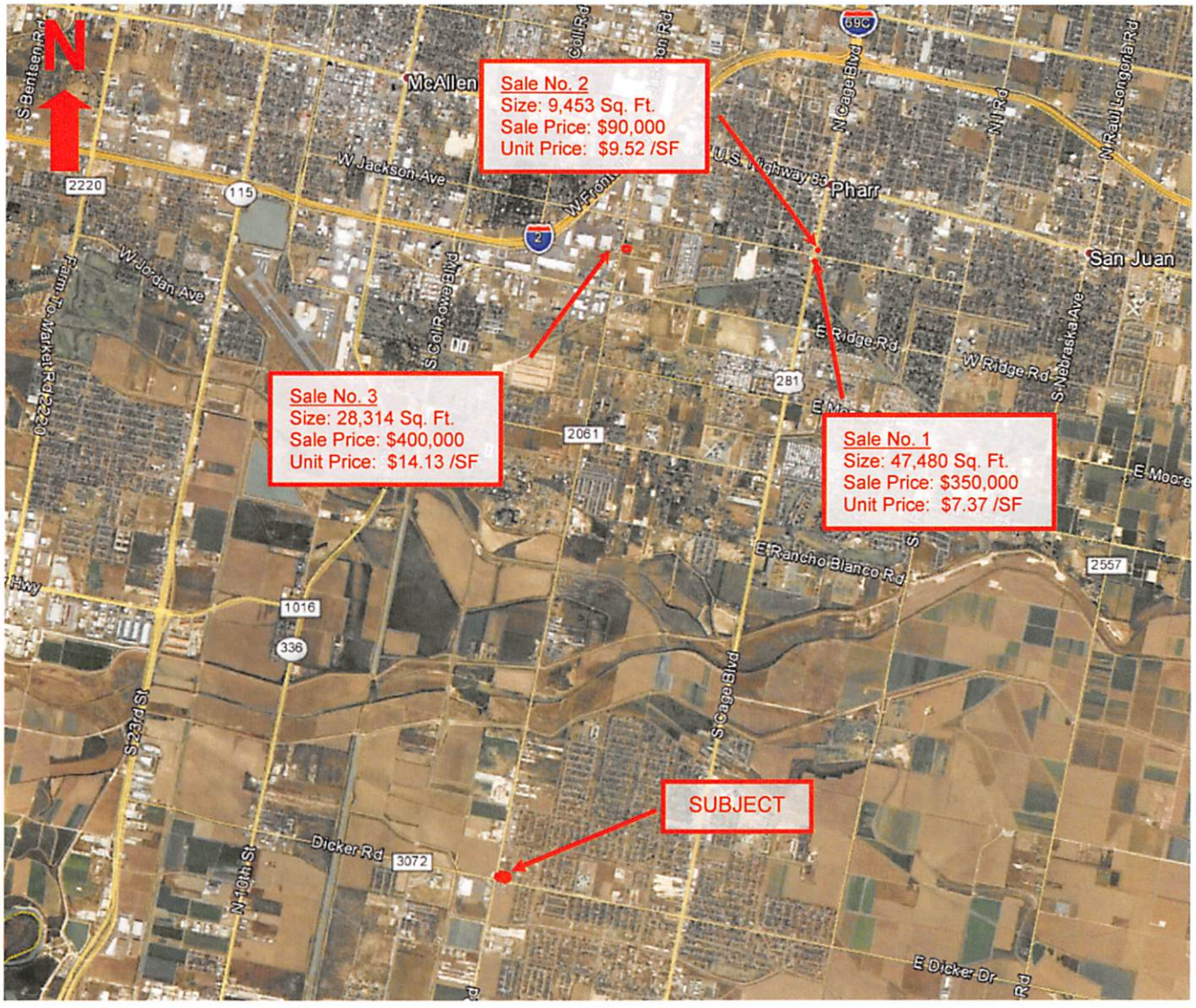
Appraiser: Leonel Garza III

May 24, 2017
Date

Explanation of Adjustments with Reconciliation:

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo Count Appraisal District. The sites associated with these were visited to determine the true comparability toward the subject property. They were reviewed for items recognized by the market that affect market value, including but not limited to, conditions of the sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions are examined and may require adjustments for any differences found in comparison to the subject property. After adjustments were made to each sale, an adjusted unit range of value of $8.48 per square foot to $11.30 per square foot was determined. A unit rate near the upper-end of the adjusted range was selected, i.e., $11.00 per square foot.

LOCATION MAP OF SALES



Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
Tire Shop (Stated Value as per HCAD)	1920	As Per HCAD			$ 25,502
Residence No. 1 (Stated Value as per HCAD)	676	As Per HCAD			$ 8,749
Residence No. 2 (Stated Value as per HCAD)	592	As Per HCAD			$ 5,004
Contributory Value of the Buildings					**$ 39,255**
Accessory Improvements					
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
Asphalt Pavement	7842	$ 3.50	$ 27,447	75%	$ 6,862
Contributory Value of the Site Improvements					**$ 6,862**
Contributory Value of All Improvements					**$ 46,117**
	Net Land Area		**Price / Unit**		
Land Value (Fee)	112,385 SF	@	$ 11.00 / SF		$ 1,236,235
Estimated Value By Cost Approach					**$ 1,282,352**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/sf	$ -	/sf	$ -	/sf	$ -	/sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/sf	$ -	/sf	$ -	/sf
Estimated Unit Value of Fee Simple Area						$ -	/sf

Estimated Value by Sales Comparison Approach _____ **N/A**

Form ROW-A-5(Rev. 08/11)

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☒ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for commercial use. This shall be utilized for the determination of value for the part to be acquired.

VALUATION APPROACHES
Cost Approach ..... $ 28,047

Sales Comparison Approach..... $

Income Approach..... $

RECONCILATION OF APPROACHES TO VALUE
Since the subject property is a mixed use tract of land, the Cost Approach "as is" is the only reliable method to value the pro-rata part of the whole.

Contributory Value of Improvements	
Asphalt Pavement	$ 1,207
Total Contributory Value of Improvements	**$ 1,207**

Land Value	2,440	SF	@ $	11.00	/ Square Foot	$ 26,840
Total Land Value						$ 26,840

Reconciled Final Value _____ **$ 28,047**

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg 3.8	pg 3.9

County: Hidalgo
HIGHWAY: Dicker Road (F.M. 3072)
PROJECT: WA#1- Dicker Road
CSJ: 0921-02-312

Exhibit A

FIELD NOTES FOR PARCEL 1

Being a 2,440 square foot or 0.0560 of an acre tract of land, situated in the City of Pharr, Hidalgo County, Texas, out of Lot 5, Block 11, A.J. McColl Subdivision of Porcion 68, as recorded in Volume 21, Page 598, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.43 acre tract of land, conveyed by Warranty Deed dated January 14, 1975, to Saul Ayala, as described in Volume 1515, Page 719, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.15 acre tract of land, conveyed by Warranty Deed with Vendor's Lien, dated April 9, 1979, to Saul Ayala and wife, Gudalaupe S. Ayala, as described in Volume 1619, Page 607, of the Deed Records, Hidalgo County, Texas, said 2,440 square foot or 0.0560 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a set 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR.", set in the existing East Right of Way line of F.M. 2061 (Jackson Road), from which the Northwest corner of said called 1.43 acre tract of land bears, North 84°45'15" West a distance of 41.86 feet;

Thence with the existing East Right of Way line of F.M. 2061 (Jackson Road), South 08°15'01" West a distance of 166.00 feet to a 5/8" iron pin (N=16625448.10, E=1018122.8240) with plastic cap stamped "R.O.W. PROP. COR." set 79.80 feet Left to centerline station 145+79.71, for a proposed cutback corner of F.M. 3072 (Dicker Road), and **Point of Beginning** of this herein described tract of land;

1. **Thence** with a proposed cutback line of F.M. 3072 (Dicker Road), South 36°47'45" East, a distance of 42.62 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set for corner;

2. **Thence** with the North Proposed Right of Way line of F.M. 3072 (Dicker Road), South 81°39'19" East, a distance of 151.42 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set for corner;

3. **Thence** continuing with the North proposed Right of Way line of F.M. 3072 (Dicker Road), South 75°04'06" East, at a distance of 26.85 feet passing the West line of said called 1.15 acre tract of land, continuing a total distance of 119.87 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set in the existing North Right of Way line of F.M. 3072 (Dicker Road), for the East corner of this herein described tract of land;

4. **Thence** with the North existing Right of Way line of F.M. 3072 (Dicker Road), North 81°44'59" West a distance of 130.54 feet to a point for corner;

5. **Thence** continuing with the North existing Right of Way line of F.M 3072 (Dicker Road) North 76°02'20" West, a distance of 100.49 feet for a corner;

6. **Thence** continuing with the North existing Right of Way line of F.M. 3072 (Jackson Road), North 81°44'59" West a distance of 50.00 feet for the Southwest corner of this herein described tract of land, from which a scribed "X" in sidewalk bears South 42°18'13" East a distance of 1.09 feet;

7. **Thence** with an existing cutback line of F.M. 3072 (Dicker Road), North 36°41'44" West a distance of 28.44 feet to the existing East Right of Way line of F.M. 2061 (Jackson Road), for a corner of this herein described tract of land;

8. **Thence** with the existing East Right of Way line of F.M. 2061 (Jackson Road), North 08°15'01" East a distance of 14.17 feet to the **Point of Beginning** and being a 2,440 square foot or 0.0560 of an acre tract of land.

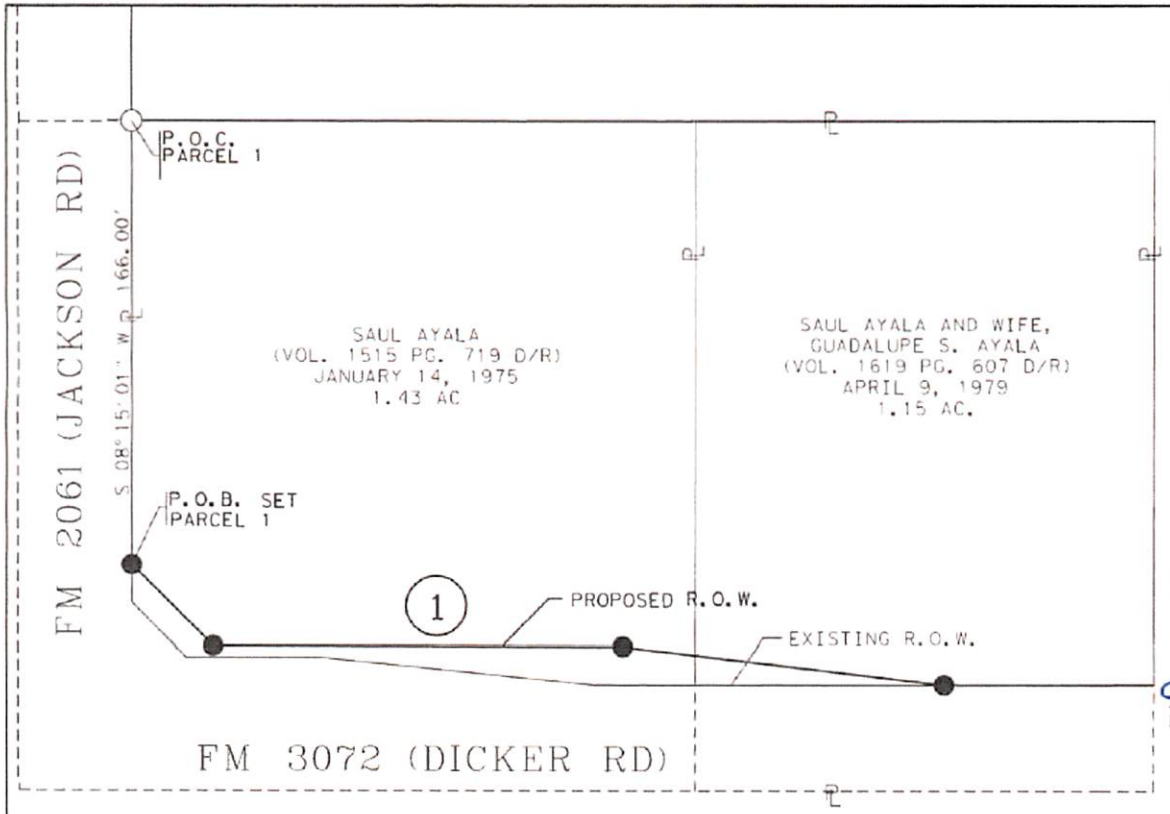
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat survey of even survey date herewith accompanies this description.

Survey performed on the ground, under my supervision, and completed July 15, 2016.

08/24/2016

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333



PARENT TRACT INSET
PARCEL 1
N.T.S.

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

I DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON CONFORMS TO THE CURRENT GENERAL RULES OF PROCEDURES AND PRACTICES AS PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.

08/24/2016

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED AUGUST 24, 2016

EXISTING	TAKING	REMAINING
Called 2.580 AC.	0.0560 AC.	2.5240 AC.
	2,440 SQ. FT.	

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.000040.
2. SET ▫ INDICATES A 5/8 INCH IRON ROD SET WITH A PLASTIC CAP STOMPED "R.O.W. PROP. COR."
3. A METES AND BOUNDS DESCRIPTION AND EXHIBIT ACCOMPANIES THIS PLOT.
4. PROPERTY SUBJECT TO 0.6168 ACRES WITHIN EXISTING STREET R.O.W. EASEMENT.

Sheet 3 of 4

RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

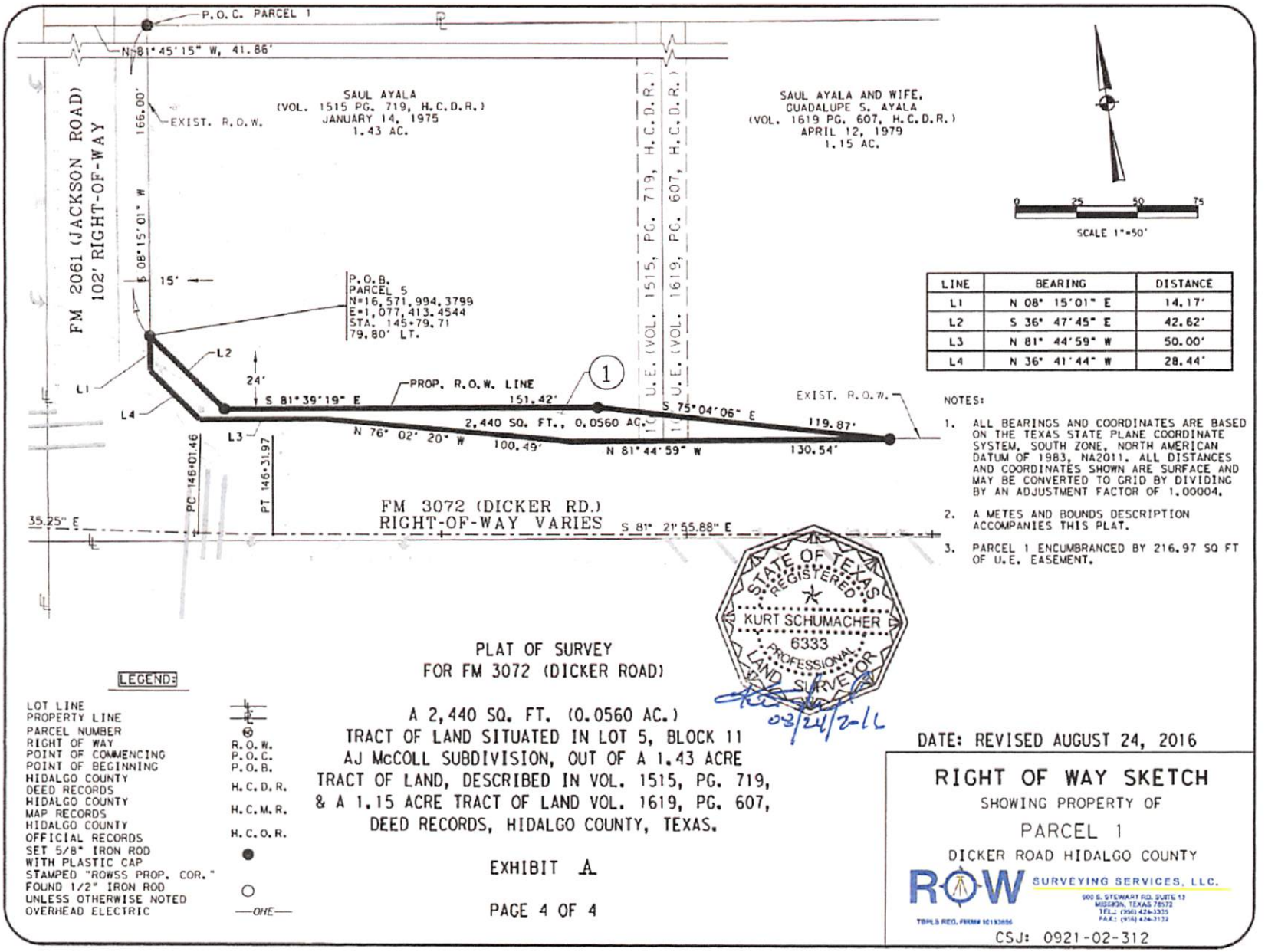
PARCEL 1

DICKER ROAD HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 583-7116

CSJ : 0921-02-312

FILED



LINE	BEARING	DISTANCE
L1	N 08° 15'01" E	14.17'
L2	S 36° 47'45" E	42.62'
L3	N 81° 44'59" W	50.00'
L4	N 36° 41'44" W	28.44'

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
3. PARCEL 1 ENCUMBRANCED BY 216.97 SQ FT OF U.E. EASEMENT.

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

03/24/2-11

LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	⑤
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○
OVERHEAD ELECTRIC	—OHE—

PLAT OF SURVEY
FOR FM 3072 (DICKER ROAD)

A 2,440 SQ. FT. (0.0560 AC.)
TRACT OF LAND SITUATED IN LOT 5, BLOCK 11
AJ McCOLL SUBDIVISION, OUT OF A 1.43 ACRE
TRACT OF LAND, DESCRIBED IN VOL. 1515, PG. 719,
& A 1.15 ACRE TRACT OF LAND VOL. 1619, PG. 607,
DEED RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT A

PAGE 4 OF 4

DATE: REVISED AUGUST 24, 2016

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 1
DICKER ROAD HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 424-3132
TBPLS REG. FIRM# 10193856

CSJ: 0921-02-312

Part To Be Acquired

In order to determine the unit market value of the subject property as a whole, the Sales Comparison Approach "as vacant" is utilized to determine the subject land value. Once this is completed, the appraiser shall utilize the unit rate (value per square foot or per acre) for the determination of the pro-rata valuation. This determination of market value is based on the fee simple estate for the property with the current highest and best use. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the public improvement or its likelihood, prior to the date of valuation. This is applied to the determination of the value as a whole, part to be acquired and the remainder before acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder after, in order to determine if any damages (diminution in value) were incurred, as required by State Law.

The determination of market value of the part to be acquired is based on the comparability to other commercial lots within the market area, by utilizing the Sales Comparison Approach "as vacant". Upon the valuation of the part to be acquired, a valuation of the remainder before and after the acquisition shall be analyzed to determine the diminution in market value (if any). The following pages shall determine the market value of each segment, in order to determine the total compensation for the part to be acquired.

PART TO BE ACQUIRED

Highest and Best Use:
The highest and best use of the subject property is for commercial use.

Contributory Value of Improvements		
Asphalt (1,379 sf x $3.50/sf @ 75% Depreciation)	$ 1,207	
Total Contributory Value of Improvements		$ 1,207
Land	2,440 SF @ $ 11.00 / Square Foot	$ 26,840
Total Land		$ 26,840
TOTAL AS A UNIT		**$ 28,047**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements		
Tire Shop (Stated Value as per HCAD)	$ 25,502	
Residence No. 1 (Stated Value as per HCAD)	$ 8,749	
Residence No. 2 (Stated Value as per HCAD)	$ 5,004	
Asphalt (6,463 sf x $3.50/sf @ 75% Depreciation)	$ 5,655	
Total Contributory Value of Improvements		$ 44,910
Land	109,945 SF @ $ 11.00 / Square Foot	$ 1,209,395
Total Land		$ 1,209,395
TOTAL AS A UNIT		**$ 1,254,305**

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
The subject property is analyzed to determine if the acquisition area affects the highest and best use of the subject property in the remainder after. Based on the land area remaining, the highest and best use shall remain for commercial use. The overall site and functionality of the remainder after shall not be damaged by the proposed acquisition. Therefore, no diminution to market value is assessed for the remainder after the acquisition.

Valuation Approaches
Cost Approach ..... $ 1,254,305

Sales Comparison Approach ..... $

Income Approach ..... $

Reconciliation of Approach to Value:
Since the subject property is a mixed use tract of land, the Cost Approach "as is" is the only reliable method to value the pro-rata part of the whole.

Contributory Value of Improvements	
Tire Shop (Stated Value as per HCAD)	$ 25,502
Residence No. 1 (Stated Value as per HCAD)	$ 8,749
Residence No. 2 (Stated Value as per HCAD)	$ 5,004
Asphalt Pavement	$ 5,655
Total Contributory Value of Improvements	**$ 44,910**

Land Value	109,945 SF	@	$ 11.00	/ Square Foot	$ 1,209,395
Total Land Value					$ 1,209,395

Reconciled Final Value _____ **$ 1,254,305**

Land Value, pg 5.2 | Cost Approach, pg 5.4 | Sales Comparison Approach, pg 5.5 | Income Approach, pg 5.6

Remainder After Acquisition

The remainder after shall be left with a section of land that will have sufficient area for commercial use. Based on the land area remaining, the highest and best use shall remain for commercial use. The overall site and functionality of the remainder after shall not be damaged by the proposed acquisition. Therefore, no diminution to market value is assessed for the remainder after the acquisition.

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Margarita Gonzalez	Linsel Properties, LLC	Minerva Martinez	Gaspar Barrera and wife, Rachel Barrera
Grantee	Saul Ayala and wife, Guadalups S. Ayala	Madiam, L.P.	Ana Luisa Cantu	Kemas Pharr Jackson, LTD
Date	April 9, 1979	January 27, 2017	October 30, 2014	January 27, 2015
Sales Price	$ -	$ 350,000	$ 90,000	$ 400,000
Unit Price	$ -	$ 7.37 / SF	$ 9.52 / SF	$ 14.13 / SF
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Similar 0%	Similar 0%	Superior -25%
Corner Influence	Corner	Interior 15%	Interior 15%	Interior 15%
Physical Characteristics	Average	Similar 0%	Similar 0%	Similar 0%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	All Utilities	Similar 0%	Similar 0%	Similar 0%
Frontage	Jackson Road and Dicker Road	South Cage Boulevard 10%	South Cage Boulevard 10%	South Jackson Road 10%
Size of Tract	109,945 SF	47,480 -10%	9,453 -35%	28,314 -20%
	Net Adjustment	$ 1.11 15%	$ (0.95) -10%	$ (2.83) -20%
	Indicated Unit Value	$ 8.48 / SF	$ 8.57 / SF	$ 11.30 / SF
Estimated Unit Value of Fee Simple Area				**$ 11.00 / SF**

Estimated Value by Sales Comparison Approach **$ 1,209,395**

Diminution of Market Value 0%

Market Value Remainder After **$ 1,209,395**

Explanation of Adjustments with Reconciliation

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo Count Appraisal District. The sites associated with these were visited to determine the true comparability toward the subject property. They were reviewed for items recognized by the market that affect market value, including but not limited to, conditions of the sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions are examined and may require adjustments for any differences found in comparison to the subject property. After adjustments were made to each sale, an adjusted unit range of value of $8.48 per square foot to $11.30 per square foot was determined. A unit rate near the upper-end of the adjusted range was selected, i.e., $11.00 per square foot.

Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
Tire Shop (Stated Value as per HCAD)	1920	As Per HCAD			$ 25,502
Residence No. 1 (Stated Value as per HCAD)	676	As Per HCAD			$ 8,749
Residence No. 2 (Stated Value as per HCAD)	592	As Per HCAD			$ 5,004
Contributory Value of the Buildings					**$ 39,255**
Accessory Improvements					
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
Asphalt Pavement	6463	$ 3.50	$ 22,621	75%	$ 5,655
Contributory Value of the Site Improvements					**$ 5,655**
Contributory Value of All Improvements					**$ 44,910**
	Net Land Area		**Price / Unit**		
Land Value (Fee)	109,945 SF	@	$ 11.00 / SF		$ 1,209,395
Estimated Value By Cost Approach					**$ 1,254,305**

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID		REPRESENTATIVE COMPARABLE SALES					
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / SF	$ - / SF		$ - / SF		$ - / SF	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristics	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	SF	SF	0%	SF	0%	SF	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ - / SF		$ - / SF		$ - / SF	
Estimated Unit Value of Fee Simple Area						$ - / SF	

Estimated Value by Sales Comparison Approach _____ **Not Applicable**

Form ROW-A-5 (Rev. 08/11)

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

Form ROW-A-5 (Rev. 08/11)

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is	$ 1,282,352	

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to any existing easements, if any, which are not to be extinguished)		$ 28,047

REMAINING PROPERTY

The value of the remainder immediately before the taking is	$ 1,254,305	
Considering the uses to which the part taken is to be subjected, the market value of the remainder immediately acquisition is	$ 1,254,305	

NET DAMAGES OR ENHANCEMENTS (if any)		$ -

ACCESS

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of		$ -

COST TO CURE	$ -	

TOTAL COMPENSATION		**$ 28,047**

Leonel Garza III

President of Leonel Garza Jr. & Associates LLC

Company Bio

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With accounts throughout South Texas including the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, national franchises, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties and specialty type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support. Clients include the Texas Department of Transportation (TxDOT), Texas Attorney General Office Real Estate Division, Hidalgo County Drainage District No. 2, Hidalgo County Regional Mobility Authority (HCRMA), American Electric & Power (AEP), Electric Transmission of Texas, Hidalgo County Precinct No. 2, Hidalgo County Precinct No. 3, Hidalgo County Precinct No. 4 and United Irrigation District.

Texas A&M University, College Station, Texas
Bachelor of Science Degree, 1995
Biomedical Science Major

Texas Appraiser Licensing and Certification Board
Certified General Real Estate Appraiser
TX 1328375 G

Texas Department of Licensing and Regulation
State Certified Property Tax Consultant
TX 00003181

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/30/2016 Expires: 12/31/2018
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103. is authorized to use this title. Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Community Service & Professional Organizations

Appraisal Institute
Associate Member

The Appraisal Institute is a global professional association of real estate appraisers, with nearly 20,000 professionals in almost 60 countries throughout the world. Its mission is to advance professionalism and ethics, global standards, methodologies, and practices through the professional development of property economics worldwide. (www.appraisalinstitute.org).

National Association of Master Appraisers

Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience. (www.naappraisers.org)

International Right of Way Association (IRWA)
Associate Member 7899430

The International Right of Way Association is a professional member organization comprised of global infrastructure real estate practitioners. IRWA has served professionals who acquire, manage and transfer the land rights needed for building and maintaining energy and transportation infrastructure. Recognized for their high ethical standards, commitment to integrity and professional excellence, IRWA's nearly 10,000 members hail from over 15 countries around the world. They are united by their profession and their commitment to pursuing training and professional development through courses, chapter meetings, seminars and the annual education conference. (www.IRWA.com)

Hidalgo County Subdivision Advisory Board
Chairman of the Board

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. Appointed to the board since May 1999.

Hidalgo County Building Line of Adjustments
Chairman of the Board

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction. Appointed to the board since January 2005.

McAllen Planning and Zoning Board
Former Member & Chairman

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development. Member of board from February 8, 2010 to January 28, 2016.

McAllen Traffic Commission Board
Former Member & Vice Chairman

Makes recommendations to the City Commission to reduce and eliminate traffic congestion and flow throughout the City. Member of board from April 14, 2008 to June 24, 2014.

McAllen Zoning Board of Adjustments and Appeals
Former Member & Chairman

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings. Member of board from February 2002 to February 2008.

McAllen Ambulance Advisory Committee
Former Member & Vice Chairman

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals
Former Member

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants. Board member from January 28, 2002 to December 31, 2003

12139 .21068

NOTICE [illegible]

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That I, MARGARITA GONZALEZ, Individually and as Attorney-in-Fact for my husband, RAMIRO GONZALEZ, under Power of Attorney dated May 31, 1978, filed for record in the office of the County Clerk of Hidalgo County, Texas, as Instrument No. 12138, of the County of HIDALGO, and State of TEXAS, for and in consideration of the sum of TEN AND NO/100 (S10.00) - - - - - - - - - - - - - - - - DOLLARS and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged and the further consideration of the execution and agreement to pay by Grantees herein of their one certain promissory note, of even date herewith, in the principal amount of $7,351.42, payable to the order of First National Bank of McAllen, McAllen, Texas, in sixty (60) equal monthly installments of $156.19 each, including principal and interest, the first of such monthly installments to become due and payable on the 10th day of May, 1979, and a like installment to become due and payable on the 10th day of each succeeding month thereafter until the entire indebtedness has been fully paid off and satisfied,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to RUBEN R. CARDENAS, [illegible]

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto SAUL AYALA and wife, GUADALUPE S. AYALA,

of the County of Hidalgo, and State of Texas, all of the following described real property in Hidalgo County Texas to-wit

(Continued on next page)

1.15 acre tract of land out of the Southeast portion of Lot 5, Block 11, A. J. McColl Subdivision, Porcion 68, Hidalgo County, Texas, more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of said Lot 5, at the intersection of Farm to Market Road #2061 (Jackson Road) and Farm to Market Road #3072; THENCE, with the South line of Lot 5, South 81 degrees 26' 10" East, 250.0 feet to a point for the Southwest corner of the following described tract of land and POINT OF BEGINNING of this survey;
THENCE, Parallel to the West line of Lot 5, North 8 degrees 40' 20" East, at 40.0 feet pass an iron pipe set on the North line of F. M. #3072 and at 250.0 feet an iron pipe set for the Northwest corner hereof;
THENCE, Parallel to the South line of Lot 5, South 81 degrees 26' 10" East, at 170.0 feet pass an iron pipe set for the West line of proposed 60 foot road right-of-way and at 700.0 feet a point for the Northeast corner hereof, said point being in the center of said proposed road;
THENCE, parallel to the West line of Lot 5, South 8 degrees 40' 20" West, at 212.45 feet pass the North line of F. M. #3072 and at 250.0 feet a point on the South line of Lot 5, for the Southeast corner hereof, said point being in F. M. #3072;
THENCE, with the South line of Lot 5, in F. M. #3072, North 81 degrees 26' 10" West, 700.0 feet to the PLACE OF BEGINNING, containing 1.15 acres of Land, more or less, of which the South 0.10 acre, is in existing F. M. #3072 right-of-way and the West 10.0 feet of the North 210 feet comprising 0.05 acre is hereby set aside for utility easement and the East 10.0 feet of the North 212.0 feet, more or less, comprising 0.05 acre is hereby set aside for road purposes.
SUBJECT TO reservation by prior grantors herein of a perpetual easement across the surface and/or underground of the above described property for the right to use such easement for an irrigation canal, which shall be a covenant running with the land.

appurtenances thereto in any wise belonging unto the said

forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee s, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute

EXECUTED this 9th day of April , A. D. 1979.

Margarita Gonzalez

Margarita Gonzalez, Individually & as Attorney-in-Fact for my husband, Ramiro Gonzalez

Margarita Gonzalez

SUBJECT TO all reservations of all oil, gas and [illegible], if any, of record,
SUBJECT TO all oil and gas leases, if any, of record,
SUBJECT TO easements and building restrictions and conditions, if any, of record;
SUBJECT TO all easements, rules, regulations and [illegible] of a water improvement district, if any;
SUBJECT TO all visible easements, if any;

TO HAVE AND TO HOLD the above described [illegible] together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantees their heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 9th day of April, A. D. 1979.

Margarita Gonzalez
Margarita Gonzalez, Individually & as Attorney-in-Fact for my husband, Ramiro Gonzalez
Margarita Gonzalez

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

Before me, the undersigned authority, on this day personally appeared
NARGARITA GONZALEZ,
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that She executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 9th day of April, A. D. 1979.

Notary Public in and for Hidalgo

DIANA G. [illegible]ZAR
NOTARY PUBLIC, [illegible] D. FOR
HIDALGO PUBLIC, TEXAS
My Commission Expires 31 March 8

12139

WARRANTY DEED
WITH VENDOR'S LIEN

TO

FILED FOR RECORD THIS DATE
At [illegible] o'clock [illegible] M.

APR 13 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

RRC/ds

PREPARED IN THE LAW OFFICE OF:

CARDENAS & WHITIS
ATTORNEYS AT LAW
Suite 7, Valley Federal Building
McALLEN, TEXAS 78501

PLEASE RETURN TO:

CHARGE AND RETURN TO
CARDENAS & WHITIS
VALLEY FEDERAL BLDG., SUITE 7
McALLEN, TEXAS 78501

AI-60542 **Precinct #2** **21. C.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Approval of Economically Disadvantaged County (EDC) Program Application and Affidavit for Pct 2 Dicker Road (SP115 to FM2061) Rd Project - CSJ: 0921-02-312 with authority for the County Judge to sign all required documentation.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1315-431-00-122-062-0-721

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

BUDGETARY IMPACT:

No funding necessary for approval of application.

Attachments

EDC Application & Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2017 02:11 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Erika Zamora		Started On: 06/30/2017 12:37 PM
Final Approval Date: 07/21/2017		

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo County APPLICANT **Hidalgo County**

District Contact Information

NAME: Maricela Salinas TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?
(Circle as appropriate) YES or NO

* If the applicant is a **CITY** within an eligible county, please answer the two following questions:
# 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO
# 2 Population (2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	DEV
CSJ:	0921-02-312
ESTIMATED LETTING DATE	March-24

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

Dicker Road, from SP 115 to FM 2061

PROJECT SCOPE- Give type of work.

Widen to 4 lane divided urban

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

Hidalgo County is marked with high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 91

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Construction	$19,280,827.00	20%	$3,856,165.40	$347,054.89
Construction Engineering	$1,460,500.00	20%	$292,100.00	$26,289.00
			$0.00	$0.00
			$0.00	$0.00
TOTAL	**$20,741,327.00**		**$4,148,265**	**$373,344**

Approved by: _____ Date: _____

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____
Official Signature

_____
Printed or stamped name of Notary

AI-60793 **Precinct #3** **22. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

TXDOT - Pct. 3:
1. Approval to submit the Economically Disadvantaged County (EDC) Program Application and Affidavit for the FM 676, from 364, East to SH 107, CSJ:1064-01-032, with authority for County Judge to sign all required documentation.
2. Approval to submit the Economically Disadvantaged County (EDC) Program Application and Affidavit for the FM 494, from Mile 3 N to Mile 5, CSJ:0864-01-069, with authority for County Judge to sign all required documentation.

BACKGROUND

FM 676:
CSJ: 1064-01-032
RCSJ: 1064-01-037

FM 494:
CSJ: 0864-01-069
RCSJ: 0864-01-073

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal Impact. EDC application only.

Attachments

EDC Application
EDC Info Sheet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/20/2017 02:41 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Norma Ceballos Started On: 07/20/2017 02:19 PM

Final Approval Date: 07/21/2017

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo County APPLICANT Hidalgo County

District Contact Information

NAME: Maricela Salinas TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?
(Circle as appropriate) YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:
# 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO
# 2 Population (2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	1064-01-032
ESTIMATED LETTING DATE	January-18

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

FM 676, from SH 364, east to SH 107

PROJECT SCOPE- Give type of work.

Widen to 4 lane divided

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

Hidalgo County is marked with high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 91

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Right of Way	$12,707.00	10%		$1,270.70	$114.36
Eligible Utilities	$67,375.00	10%		$6,737.50	$606.38
				$0.00	$0.00
				$0.00	$0.00
TOTAL	$80,082.00			$8,008	$721

Approved by: _____ Date: _____

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____
Official Signature

_____
Printed or stamped name of Notary

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

June 14, 2017

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RCV'D DEPT BDGT & MGMT
JUN 30 '17 AM11:40

RE: Economically Disadvantaged County (EDC) Program Application
FM 676, From SH 364, East to SH 107
CSJ: 1064-01-032
RCSJ: 1064-01-037

Dear Judge Garcia:

Attached for your review and consideration is the drafted Economically Disadvantaged County (EDC) Program Application and an Affidavit for the subject project. If the County would like to apply for the EDC reduction on their local participation for right of way and eligible utilities, please complete the affidavit only and return it to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Once the completed affidavit is received, I will sign the EDC Program Information Sheet and mail you the approved form for your records.

Please contact Mr. Bazan or me at (956)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., Deputy District Engineer
Homero Bazan, Jr., P.E., TxDOT Director of Transportation Planning and Development
Rene Garza, P.E., TxDOT Pharr Area Engineer
Griselda Saldivar, P.E., TxDOT Project Manager

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo County

APPLICANT **Hidalgo County**

District Contact Information

NAME: Maricela Salinas

TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0864-01-069
ESTIMATED LETTING DATE	January-20

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

FM 494, From Mile 3 N (FM 1924) to Mile 5

(Hidalgo County's Jurisdiction: Mile 4 to Mile 5)

PROJECT SCOPE- Give type of work.

Widen to 4 lane

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

Hidalgo County is marked with high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 91

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Right of Way	$1,044,400.00	10%		$104,440.00	$9,399.60
Eligible Utilities	$576,000.00	10%		$57,600.00	$5,184.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL	**$1,620,400.00**			**$162,040**	**$14,584**

Approved by: _____ Date: _____

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____
Official Signature

_____
Printed or stamped name of Notary

AI-60768 **Precinct #4** **23. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Lulu Lucio, COMM. PCT. #4 **Submitted By:** Monica Salinas, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Approval of Resolution of Support for designation of Mile 5 Road (Auburn Road) as FM 676 as per TXDOT's request

BACKGROUND

Fiscal Impact

Attachments

letter
email
Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 01:06 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Monica Salinas		Started On: 07/19/2017 12:53 PM
Final Approval Date: 07/21/2017		

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

July 10, 2017

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Resolution Supporting Designation of Mile 5 Road (Auburn Road) as FM 676

Dear Judge Garcia,

The Texas Department of Transportation (TxDOT) Pharr District is proposing to designate Mile 5 Road (Auburn Road) as FM 676. The proposed designation of FM 676 would be on existing Mile 5 Road (Auburn Road) from Taylor Road to FM 2220 (Ware Road), a total distance of approximately 1.0 mile.

We request your support to designate the segment of existing Mile 5 Road (Auburn Road) that is within Hidalgo County's jurisdiction, from Taylor Road to approximately 0.25 mile east, as FM 676. Attached you will find a location map showing the limits of the aforementioned roadway and a sample resolution for your consideration.

Please contact Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Hector Gonzalez, Jr., P.E.
Pharr Deputy District Engineer

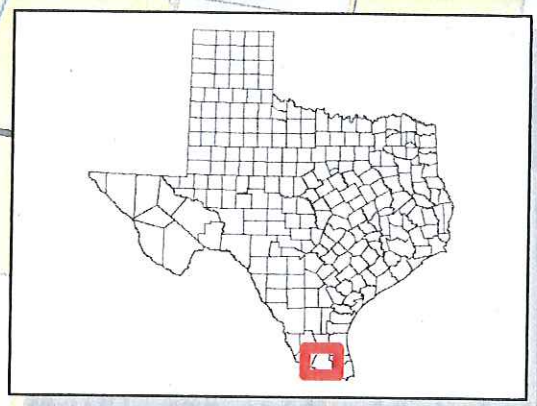
Attachments

cc: Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Griselda Saldivar, P.E., Project Manager

Pharr District

Exhibit A

Hidalgo County



107
494
N Taylor Rd
Ware Rd
Edinburg Main Canal
Alton
Pharr
2220
676
N Taylor Rd
Hidalgo
Ware Rd
336
1926
McAllen
494
Palmhurst
Ware Rd
1924
N Taylor Rd
336
2220
Mission

Extend Designation of FM 676

0 0.25 0.5 Miles

Texas Department of Transportation
Transportation Planning and Programming Division
Data Analysis, Mapping and Reporting Branch
June 13, 2017

Copyright 2017
Texas Department of Transportation
Notice
This map was produced for internal use within the Texas Department of Transportation. Accuracy is limited to the validity of available data as of December 31, 2016.

Texas Department of Transportation

Zimbra **monica.badillo@co.hidalgo.tx.us**

RE: Hidalgo County - resolution FM 676

From : Steve Crain <scrain@atlashall.com> Wed, Jul 19, 2017 10:15 AM
Subject : RE: Hidalgo County - resolution FM 676 1 attachment
To : 'Maria Lucio' <maria.lucio@co.hidalgo.tx.us>

That should work.

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Wednesday, July 19, 2017 8:54 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Jose Luis Caso <jose.caso@co.hidalgo.tx.us>
Subject: Fwd: Hidalgo County - resolution FM 676

Good Morning Mr. Crain,
Please see the attached resolution with corrections as recommended.
If you could please let me know if this is approved as to form I would greatly appreciate it.

Thank you, have a great day!

Respectfully,

Lulu Mayorga, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Jose Luis Caso" <jose.caso@co.hidalgo.tx.us>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Tuesday, July 18, 2017 5:02:44 PM
Subject: Fwd: Hidalgo County - resolution FM 676

Please add to agenda package.

From: "Griselda Saldivar" <Griselda.Saldivar@txdot.gov>
To: "Jose Luis Caso" <jose.caso@co.hidalgo.tx.us>
Sent: Tuesday, July 18, 2017 4:52:57 PM
Subject: Hidalgo County - resolution FM 676

Pepe,

Looks good to us. Thank you for catching those errors.

From: Jose Luis Caso [mailto:jose.caso@co.hidalgo.tx.us]
Sent: Tuesday, July 18, 2017 4:32 PM
To: Griselda Saldivar
Subject: Re: Mile 5 Project with L & G Engineering - RPIC ?

We modified your proposed resolution as can be seen in the attached document. Please review and let me know if you are okay with our proposed modifications.

Thanks, Pepe

From: "Griselda Saldivar" <Griselda.Saldivar@txdot.gov>
To: "Jose Luis Caso" <jose.caso@co.hidalgo.tx.us>
Sent: Tuesday, July 11, 2017 8:41:51 AM
Subject: RE: Mile 5 Project with L & G Engineering - RPIC ?

Pepe,

Thanks for meeting with me. Attached is the word file for your use.

From: Jose Luis Caso [mailto:jose.caso@co.hidalgo.tx.us]
Sent: Monday, July 10, 2017 3:42 PM
To: Griselda Saldivar
Subject: Re: Mile 5 Project with L & G Engineering - RPIC ?

Griselda,

It was great chatting earlier today.

Can you please send me a word version of the resolution you want Hidalgo County to pass?

Thanks, Pepe

From: "Griselda Saldivar" <Griselda.Saldivar@txdot.gov>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "joseph.palacios" <joseph.palacios@co.hidalgo.tx.us>, "jose caso" <jose.caso@co.hidalgo.tx.us>, "lizbeth gonzalez" <lizbeth.gonzalez@co.hidalgo.tx.us>
Sent: Tuesday, June 13, 2017 5:06:13 PM
Subject: RE: Mile 5 Project with L & G Engineering - RPIC ?

Thank you, we will copy Mr. Caso on our future correspondence.

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Tuesday, June 13, 2017 5:02 PM
To: Griselda Saldivar

Cc: joseph.palacios; jose.caso@co.hidalgo.tx.us; lizbeth.gonzalez@co.hidalgo.tx.us
Subject: Re: Mile 5 Project with L & G Engineering - RPIC ?

Good Afternoon Griselda,

The RPIC for all TXDOT related matters will be Jose Luis Caso.

I have included him in this email for your records.

Thank you

Sent from my iPhone

On Jun 13, 2017, at 4:50 PM, Griselda Saldivar <Griselda.Saldivar@txdot.gov> wrote:

> Hi Lulu,
>
> In regards to the Mile 5 widening project from Taylor Rd to Ware Rd (FM 2220), I am responding to a letter from a property owner within these limits and I would like to copy the RPIC in our response. Are you the RPIC (Responsible Person in Charge) for this project? Please advise.
>
> Thank you,
>
> Griselda Saldivar
> Pharr District – TxDOT
> (956) 702-6193
> 600 W. Interstate 2 Expressway
> Pharr, TX 78577-6535

From: Griselda Saldivar
Sent: Wednesday, December 07, 2016 3:13 PM
To: 'maria.lucio@co.hidalgo.tx.us'
Cc: Norma Garza; Margil Maldonado Jr
Subject: Mile 5 Project with L & G Engineering

Hello Lulu,

Thank you for kindly providing the contract information requested.

I was hoping you could also help me with another request that is required for both TxDOT and Hidalgo County files (in case of a federal audit).

I need the ***name and contact information*** for Hidalgo County's **Responsible Person in Charge (RPIC)** , **Project Manager (PM)**, and **Qualified Person (QP)** for Mile 5 from Taylor Rd to Ware Rd.

Hidalgo County's **RPIC** will be the point of contact with TxDOT. The person designated as being in "responsible charge" is required to be a public employee who is accountable for the project. The RPIC must be a full-time *employee* of Hidalgo County. RPICs are expected to be able to perform the following duties and functions for their agency:

• administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of federal-aid projects;
• maintain familiarity of day-to-day project operations, including project safety issues;
• make or participate in decisions about changed conditions or scope changes requiring change orders or supplemental agreements;
• visit and review the project on a frequency commensurate with the magnitude and complexity of the project;
• review financial processes, transactions and documentation to ensure safeguards are in place to minimize fraud, waste and abuse;
• direct project staff (agency or consultant) to carry out project administration and contract oversight, including proper documentation; and
• be aware of the qualifications, assignments and on-the-job performance of the agency (LG or TxDOT) and consultant staff at all stages of the project.

Hidalgo County will also need to designate a **Project Manager** for regular communication with TxDOT. If the county has limited resources, the RPIC and Project Manager can be the same person.

Hidalgo County is also required to assign a "**qualified**" person to the project. This person must work actively and directly on the project and have successfully completed training (current course is TxDOT Local Government Project Procedures Training and Qualification Course, CON 812) as defined in the advance funding agreement (AFA). The "qualified" person may be an *employee of Hidalgo County or an employee of a firm contracted by Hidalgo County to perform oversight of the project* (in this case it may be someone from L & G Eng.)

The above information can be found in our Local Government Projects Best Practices Workbook which is part of the Local Government Projects Toolkit (http://www.txdot.gov/government/processes-procedures/lgp-toolkit.html) .

If you could please provide the 3 contacts (RPIC, PM, and QP) or forward this request to the appropriate person, I would really appreciate it.

Thank you,

Griselda Saldivar
Pharr District
(956) 702-6193
600 W. Interstate 2 Expressway
Pharr, TX 78577-6535

~WRD038.jpg
825 B

RESOLUTION

Designation of FM 676

Whereas, Hidalgo County is experiencing a tremendous increase in the number of motorists using Mile 5 Road (Auburn Road) due to the corresponding large increase in population;

Whereas, the Texas Department of Transportation has proposed the designation of FM 676 on existing Mile 5 Road (Auburn Road), from Taylor Road to FM 2220 (Ware Road), a distance of approximately 1.0 mile;

Whereas, the Texas Department of Transportation is striving to ensure the safety of these motorists and its citizens and this proposed on-system highway would facilitate the flow of traffic; and

Whereas, the existing segment of Mile 5 Road (Auburn Road) from Taylor Road to FM 2220 (Ware Road) is currently owned and maintained in part by Hidalgo County and in part by the City of McAllen as a local street.

Now Therefore Be It Resolved that the Hidalgo County Commissioners Court supports the request of the Texas Department of Transportation to designate existing Mile 5 Road (Auburn Road) from Taylor Road to approximately 0.25 mile east thereof as FM 676

Ordered, Passed and Approved on this the ____ day of _____, 20 ____.

ATTEST:

_____ _____

County Clerk Ramon Garcia, County Judge

AI-60781 **Precinct #4** **23. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval for County Judge to sign the Right-Of-Way certification forms for the 10th Street (from SH 107 to FM 1925) project 100% PS&E package submittal to TxDOT.

BACKGROUND

Fiscal Impact

Attachments

encroachment
relocation
row
list

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/20/2017 08:53 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Monica Salinas		Started On: 07/19/2017 05:05 PM
Final Approval Date: 07/21/2017		

County: **Hidalgo**
Project:
CSJ: **0921-02-300**
Highway: **10th Streeet**
Limits : **From SH 107**
To FM 1925

RIGHT OF WAY ENCROACHMENT STATEMENT

This is to certify that no right-of-way encroachments existed within the limits of this project or all removals of right-of-way encroachments have been completed.

Honorable Ramon Garcia
Hidalgo County Judge

Date

PROJECT:
CSJ: **0921-02-300**
HIGHWAY: **10th Street**
COUNTY: **Hidalgo**
LIMITS: **From SH 107**
To FM 1925

RELOCATION AND ADVISORY ASSISTANCE CERTIFICAION

This is to certify that this project did not cause any displacement and the steps relative to relocation advisory assistance and payments under the current State requirement(s) covering the administration of the Highway Relocation Assistance Program were not required.

Honorable Ramon Garcia
Hidalgo County Judge

Date

County: **Hidalgo**
Project:
CSJ: **0921-02-300**
Highway: **10th Streeet**
Limits : **From SH 107**
To FM 1925

RIGHT OF WAY ACQUISITION STATEMENT

THIS IS TO CERTIFY THAT ALL OF THE RIGHT-OF-WAY HAS BEEN ACQUIRED IN ACCORDANCE WITH THE CURRENT FHWA DIRECTIVE(S) COVERING THE ACQUISITION OF REAL PROPERTY.

Honorable Ramon Garcia
Hidalgo County Judge

Date

PROJECT:
CSJ: **0921-02-300**
HIGHWAY: **10th Street**
COUNTY: **Hidalgo**
LIMITS: **From SH 107**
To FM 1925

RIGHT OF WAY ACQUISITION STATEMENT

THIS IS TO CERTIFY THAT ALL OF THE RIGHT-OF-WAY HAS BEEN ACQUIRED IN ACCORDANCE WITH THE CURRENT FHWA DIRECTIVE(S) COVERING THE ACQUISITION OF REAL PROPERTY, EXCEPT THOSE PARCEL(S) LISTED BELOW WHICH WILL BE ACQUIRED IN ACCORDANCE WITH THE FHWA DIRECTIVE(S).

PARCEL	OWNER	STATION LIMITS	STATUS	ESTIMATED DATE OF CLEARANCE	EFFECT ON CONSTRUCTION
26	RODOLFO T. HERNANDEZ	117	CONDEMNATION	OCT 2017	PARCEL TO BE ACQUIRED BY OCT 1, 2017
28	RODOLFO T. HERNANDEZ	117+50	CONDEMNATION	OCT 2017	PARCEL TO BE ACQUIRED BY OCT 1, 2017
51	RODOLFO ARAGON	122+50	CONDEMNATION	OCT 2017	PARCEL TO BE ACQUIRED BY OCT 1, 2017
64	ANNA MARIA AREBALO, ET AL	209	CONDEMNATION	Sept 2017	PARCEL WILL BE ACQUIRED BY SEPT 2017

Honorable Ramon Garcia
Hidalgo County Judge

Date

AI-60727 **Budget and Management** **24. A.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Sandra Jara, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation and discussion of 2018 Budget Status Report

BACKGROUND

Fiscal Impact

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 10:56 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Sandra Jara		Started On: 07/17/2017 04:24 PM
Final Approval Date: 07/21/2017		

2018 Budget Process

Department of Budget and Management

STATUS REPORT

July 25, 2017

Table of Contents

2018 BUDGET PROCESS

STATUS REPORT

BUDGET PROCESS CALENDAR 1

BASE BUDGET 3

2017 August

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	31	01 **(T) BUDGET WORKSHOP #1**	02	03	04	05
06	07	08 (T) Commissioners' Court discuss Tax Rate during Commissioner's Court	09	10	11	12
13 (T) Publication of Effective and Rollback Rates, Statements and Schedules	14	15 (T) **BUDGET WORKSHOP #2** (T) Present Elected Official Salaries to Commissioners' Court during workshop	16 Provide written notice to elected officials.	17	18	19
20	21 **Last Day** to submit grievance.	22	23	24	25 **Grievance Committee Meeting** (T) 2017 Estimated Revenues from County Auditor	26
27 (T) Notice of Public Hearing by Tax Assessor Collector **(LAST DAY)**	28	29 (T) **BUDGET WORKSHOP #3**	30 (T) **BUDGET WORKSHOP #4**	31 **Last Day** for Grievance Committee meeting.	01	02
03	04	Notes: Grievance Committee meeting for 08/25/17 @ 10:00 am - CC Chambers				

(T) - Tentative

2017 September

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
27	28	29	30	31	01	02
03 **Newspaper publication of the following:** • Adoption of Budget • Elected Officials Salaries • Adoption of Tax Rate	04 **HOLIDAY**	05 (T) **First Public Hearing** Consideration of Tax Rate presented by Tax Assessor Collector	06 **Last Day** to place agenda item regarding Proposed Budget on Commissioners' Court **Last Day** for Notice of Public Hearing to be published in newspaper, if not already published	07	08	09
10 **Last Day** to publish Adoption of Budget, if not already published	11	12 (T) BUDGET WORKSHOP #5	13 **(T) BUDGET WORKSHOP #6** **Last Day** to place agenda item regarding Adopted Budget on Commissioners' Court	14	15	16
17	18	19 (T) **Second Public Hearing** * Consideration of Tax Rate presented by Tax Assessor Collector * File Proposed budget with Co. Clerk	20	21	22	23
24	25	26 • Adopt Tax Rate for 2017 • Hold Public Hearing and adopt 2018 budget • Set Salary, expenses and allowances for Elected Officials and county employees	27	28	29	30
01	02	Notes:				

(T) - Tentative

HIDALGO COUNTY

Department Of Budget & Management

2018 BUDGET PROCESS

General Fund Budget

As of July 20, 2017

2017 Adopted Budget:	$	194,269,170
Personnel Actions: Approved after 2017 Adopted Budget	$	670,596
2018 BASE LINE BUDGET: Operating Expenses @2017 Adopted Budget Level	**$**	**194,939,766**

PROJECTED BUDGET INCREASES:

	2017 Original Budget	2018 Projected Increase	Variance
Budget Issues		3,295,083	3,295,083
Health Insurance (10% Premium Increase)	14,211,107	15,938,147	1,727,040
Juvenile Room & Board	2,500,000	4,000,000	1,500,000
Jail Room and Board	1,850,000	3,350,000	1,500,000
Public Defense	5,920,667	7,200,000	1,279,333
Indigent Health Care Program	5,500,000	6,500,000	1,000,000
New Courthouse M&O	-	1,000,000	1,000,000
Election Poll Workers	300,000	1,000,000	700,000
Contingency (0.5% of Revenues)	348,088	997,000	648,912
Constable Pct. 5	-	606,171	606,171
Vehicle Lease Program (Non-Law enforcement)		480,000	480,000
TCDRS	11,063,431	11,388,024	324,593
Visiting Judges	100,000	325,000	225,000
Gasoline	1,934,402	2,134,402	200,000
Texas Tropical Behavioral Health	1,060,000	1,160,964	100,964
Electronic Library Maintenance Cost		70,000	70,000
Total Increases:	$ 44,787,695	$ 59,444,791	$ 14,657,096

PROJECTED BUDGET NEED FOR 2018:	**$**	**209,596,862**
FINANCING METHOD (ESTIMATED REVENUES):		
Property Tax Revenue	-	169,098,823	169,098,823
Other Revenue	-	30,280,906	30,280,906
Budget Reductions	-	-	-
	$ -	$ 199,379,729	$ 199,379,729
PROJECTED REVENUES:	**$**	**199,379,729**
PROJECTED SHORT FALL:	**$**	**(10,217,133)**

PRELIMINARY DATA - FOR DISCUSSION PURPOSES ONLY

AI-60790 **Budget and Management** **24. B.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Consider and approve an order authorizing the issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2017; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed $1000) from the surplus net revenues from the operation of the County's parks as authorized pursuant to Chapter 320, Local Government Code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.

BACKGROUND

Fiscal Impact

Attachments

Order
REPORT

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	07/20/2017 02:28 PM
Budget & Management	Veronica Ortiz	07/20/2017 02:32 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Merlen P. Munoz		Started On: 07/20/2017 02:00 PM
Final Approval Date: 07/21/2017		

ORDER AUTHORIZING ISSUANCE, SALE AND DELIVERY HIDALGO COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2017; PAYABLE FROM THE LEVY OF A DIRECT AND CONTINUING ANNUAL AD VALOREM TAX WITHIN THE LIMITS PRESCRIBED BY LAW AND A LIMITED PLEDGE (NEVER TO EXCEED $1000) FROM THE SURPLUS NET REVENUES FROM THE OPERATION OF THE COUNTY'S PARKS AS AUTHORIZED PURSUANT TO CHAPTER 320, LOCAL GOVERNMENT CODE; PRESCRIBING THE TERMS AND FORM THEREOF; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; AUTHORIZING THE USE OF AN OFFICIAL STATEMENT TO BE USED IN CONNECTION WITH THE SALE OF THE CERTIFICATES; AND MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES AND MATTERS INCIDENT THERETO.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WHEREAS, the County of Hidalgo, Texas (the "County") is authorized by the Certificate of Obligation Act of 1971, as amended, Chapter 271, Subchapter C of the Texas Local Government Code, as amended (the "Act"), to issue certificates of obligation (the "Certificates") to pay contractual obligations to be incurred by the County for certain public purposes and for cost of issuance of Certificates;

WHEREAS, the Commissioners Court (the "Commissioners Court") of Hidalgo County, Texas (the "County"), has determined that the Certificates should be issued to pay for the Project, as defined below, and to pay for the cost of issuance of such Certificates;

WHEREAS, pursuant to the said provisions of the Act, the Commissioners Court of the County authorized, and the County published notice of its intention to issue the Certificates authorized herein once a week for two consecutive weeks in a newspaper, as defined by the Texas Gov't. Code §2051.041 et seq., that is of general circulation in the County, with the first publication of such notice occurring before the 30th day before the date hereof;

WHEREAS, as of the date hereof, neither the County Clerk nor any other official of the County has received a petition signed by at least five percent of the qualified voters of the County protesting the issuance of the Certificates authorized herein;

WHEREAS, the Commissioners Court is of the opinion and has determined that it is in the best interest of the County to issue the Certificates payable from an ad valorem tax levied, within the limits prescribed by law, on taxable property located within the County and a limited pledge (never to exceed $1000) from the Surplus Net Revenues from the operation of the County's parks as authorized pursuant to Chapter 320, Local Government Code; and

WHEREAS, the Commissioners Court hereby finds and determines that this order was adopted at a regularly scheduled meeting of the Commissioners Court, as set out under the provisions of Section 81.006, Local Government Code; and

WHEREAS, it is hereby officially found and determined that public notice of the time, place and purpose of the meeting at which this Order was approved was given, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF THE COUNTY OF HIDALGO, TEXAS:

1. Definitions. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Certificates. As used herein, the following terms and expressions shall have the meanings specified unless the context clearly indicates otherwise:

"Act" means Chapter 271, as amended, Local Government Code.

"Attorney General" shall mean Attorney General of Texas.

"Business Day" shall mean any day which is not a Saturday, Sunday, legal holiday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Certificates" shall mean any or all of the Hidalgo County, Texas Certificates of Obligation, Series 2017, authorized by this Order.

"Closing Date" means the date of the initial delivery for and payment of the Certificates.

"Code" shall mean the Internal Revenue Code of 1986, as amended, by all legislation, if any, effective on or before the Closing Date.

"Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

"Computation Date" shall mean each date on which the rebate amount for an issue is computed under §148-3(e) of the Regulations.

"County" shall mean the County of Hidalgo, Texas and, where appropriate, the Commissioners Court.

"Debt Service Fund" shall mean the debt service fund established by the County pursuant to Section

18(a) of this Order.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with Certificates credited to an account maintained on its behalf by DTC.

"Fiscal Year" shall mean the County's then designated fiscal year which shall be the twelve-month period beginning on January 1 of one year and ending on December 31 of the following year or such other period of twelve months as may be approved by Commissioners Court.

"Gross Proceeds" shall mean any proceeds and replacement proceeds (as defined in the Internal Revenue Code of 1986, and the Regulations adopted thereunder) of the issue of obligations authorized under the Order.

"Initial Certificate" means the initial certificate authorized by Section 5 of this Order.

"Interest Payment Date" when used in connection with any Certificate, shall mean February 15 and August 15 of each year, commencing February 15, 2018 and continuing thereafter until maturity.

"Investment" shall mean any investment property as defined in section 148(b)(2) and 148(b)(3) of the Code.

"Issue Date" shall mean the date on which the Certificates are delivered to and paid for by the purchaser of the Certificates.

"Issuer" shall mean the County of Hidalgo, Texas.

"MSRB" means the Municipal Securities Rulemaking Board.

"Nonpurpose Investment" shall mean any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Order" shall mean this Order and all amendments hereof and supplements hereto.

"Outstanding" when used with reference to the Certificates means, as of a particular date, all Certificates theretofore and thereupon delivered pursuant to this Order except: (a) any Certificate canceled by or on behalf of the County at or before such date; (b) any Certificate defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Certificate in lieu of or in substitution for which a replacement Certificate shall have been delivered pursuant to this Order.

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"Owner" or "Holder" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" shall mean The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

"Project" shall mean the acquisition of land and rights of way for/and installation, construction, and improvement of road systems and related drainage facilities (including traffic signaling); including purchase of asphalt, caliche and emulsion for street pavements; 2. the acquisition of land for parks development and cost of park improvements and equipment, including installation; 3. the purchase of equipment for authorized needs and purposes (including traffic signaling equipment, road, drainage, and sanitation equipment); 4. the purchase of vehicles, including law enforcement vehicles and related equipment; 5. the construction of new county facilities and all construction related costs, including parking lots, infrastructure and equipment, and fixtures related thereto projects to include, but not limited to, Courthouse, community resource centers, constituent services facilities and mechanic shops; 6. the renovation, repair and improvement, including improvements to comply with the American Disabilities Act, of existing County buildings and facilities and any buildings and facilities to be acquired by the County with its general funds or proceeds of the Certificates; 7. the acquisition of new county facilities (land and building) to house road & bridge staff; 8. the payment of contractual obligations for professional services, including services provided by engineers, attorneys, financial advisors, and fiscal agents; and payment of costs of issuance of the Certificates.

"Project Fund" means the fund established by Section 20(d) of this Order.

"Rebate Amount" shall have the meaning set forth in Section 1.148-l (b) of the Regulations.

"Record Date" shall mean the close of business on the last business day of the month next preceding each Interest Payment Date.

"Register" shall mean the registration books for the Certificates kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Certificates.

"Registered Owner or Owners" shall mean the person or entity in whose name any Certificate is registered in the Register.

"Regulations" shall mean any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final income tax regulation designed to supplement, amend or replace the specific Regulation referenced.

"Rule" shall mean SEC Rule 15c2-12, as amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

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"Surplus Net Revenues" shall mean gross revenues from the operation of those properties and facilities of the County's parks, after the deduction of the necessary and reasonable expenses of the operation and maintenance of the properties and facilities and after the deduction of the net revenues pledged to the payment of any prior lien bonds never to exceed $1000.

"Yield" shall mean any yield computed under Section 1.148-5 of the Regulations for any Investment, and yield computed under Section 1.148-4 of the Regulations for any Issue.

2. Findings. The County hereby finds and determines that the recitations contained in the preamble hereto are true and correct.

3. Authorization; Consideration. The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of Sections 271.041 through 271.063, Texas Local Government Code, as amended, in the total authorized aggregate principal amount of Twenty Eight Million Nine Hundred Eighty Thousand Dollars ($28,980,000) for the purpose of paying contractual obligations to be incurred by the County for the Project and to pay for the cost of issuance of such Certificates.

4. Designation, Date and Interest Payment Dates. The Certificates shall be designated as the "Hidalgo County, Texas Certificates of Obligation, Series 2017," and shall be dated August 1, 2017 (the "Dated Date"). The Certificates shall bear interest at the rate set forth in Section 5 of this Order, from the later of the date of delivery or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on February 15 and August 15 of each year, commencing February 15, 2018. If the date for the payment of the principal of or interest on the Certificates shall be on a date other than a Business Day, then the date for such payment shall be the next succeeding Business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.

5. Initial Certificate(s); Numbers, Denominations.

(a) The Certificates herein authorized shall be issued initially either (i) as a single fully registered Certificate in the total principal amount authorized, with principal installments to become due and payable as provided in this Section 5 and numbered T-1, or (ii) as separate fully registered Certificates for each year of stated maturity in the applicable principal amounts and denominations and to be numbered consecutively from T-1 and upward (the Initial Certificate(s)), and, in either case, the Initial Certificate(s) shall be registered in the name of the purchaser(s) (the "Purchaser(s)"). The Initial Certificate(s) shall be submitted to the office of the Attorney General of the State of Texas for approval, certified and registered by the office of the Comptroller of Public Accounts and delivered to the Paying Agent/Registrar. Any time after the delivery of the Initial Certificates, the Paying Agent/Registrar, pursuant to written instructions from the Purchaser, or the designee(s) thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, stated maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Purchasers named at the address identified

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therefor; all pursuant to and in accordance with such written instructions from the County, and such other information and documentation as the Paying Agent/Registrar may reasonably require. The Initial Certificate(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

MATURITY SCHEDULE
$28,980,000

YEAR OF MATURITY (August 15)	PRINCIPAL AMOUNT	INTEREST RATE

6. Optional Redemption Prior to Maturity. The Certificates are subject to redemption prior to maturity as follows:

(a) The County reserves the right, at its option, to redeem the Certificates having stated maturities on and after August 15, 2028 prior to maturity, in whole or in part, in such manner as the County may select, on August 15, 2027, and on any date thereafter, at a price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Certificates are redeemed, the particular Certificates or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the County.

(b) Certificates may be redeemed only in integral multiples of $5,000 of principal amount. If a Certificate subject to redemption is in a denomination larger than $5,000, a portion of such Certificates may be redeemed, but only in integral multiples of $5,000. In selecting portions of Certificates for redemption, the Registrar shall treat each Certificate as representing that number of Certificates of $5,000 denomination which is obtained by dividing the principal amount of such Certificate by $5,000. Upon surrender of any Certificate for redemption in part, the Registrar, in accordance with the provisions of this Order, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(c) Not less than thirty (30) days prior to the redemption date for the Certificates, notice of such redemption shall be sent by U.S. mail, first class postage prepaid, in the name of the County to each Owner of a Certificate to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding are to be redeemed, the numbers of Certificates or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part, notice of redemption has been given as herein provided and due provision has been made to redeem the same, the Certificates or portions thereof so redeemed shall no longer be regarded to be outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called

redemption shall terminate on the date fixed for redemption.

7. Execution of Certificates; Seal. The Certificates shall be signed by the County Judge and countersigned by the County Clerk by their manual, lithographed or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of such officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the County had been manually impressed upon each of the Certificates. If any officer of the County whose manual or facsimile signature shall appear on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

9. Initial Certificate(s); Approval by Attorney General; Registration by Comptroller. The Initial Certificate(s) shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The County Judge and the County Clerk are authorized hereby to have control and custody of the Initial Certificate(s) and all necessary records and proceedings pertaining thereto pending their delivery. The County Judge and the County Clerk and other officers and employees of the County are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Initial Certificate(s) and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the Initial Certificate(s) by the Comptroller. Upon registration of the Certificate(s), the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller), shall manually execute the registration certificate of the Comptroller substantially in the form provided in Section 17 of this Order, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon. Such certificate shall be affixed or attached to the Initial Certificate(s).

10. Authentication and Definitive Certificates. Except for the Initial Certificate(s), which need not be authenticated by the Paying Agent/Registrar, only such Certificates as shall bear thereon a certificate of authentication, substantially in the form provided in Section 17 of this Order, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificate so authenticated was delivered by the Registrar hereunder.

On the Issue Date, the Initial Certificate(s) representing the entire principal amount of all Certificates, payable in stated installments to the initial purchaser(s), or its designee(s), signed by the County Judge and countersigned by the County Clerk in their manual, lithographed or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the initial purchaser(s) or its designee(s). Upon payment for the Initial Certificate(s), the Paying Agent/Registrar shall cancel the Initial Certificate(s) and deliver registered Definitive Certificates in accordance with Section 17 of this Order.

11. Paying Agent/Registrar (a) Appointment. The Bank of New York Mellon Trust Company, N.A., Dallas, Texas is hereby appointed as the initial Paying Agent/Registrar for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a substantial copy of which is hereto attached as Exhibit "A". The County Judge and County Clerk are hereby authorized to execute, attest and affix the County seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial Paying

Agent/Registrar and any successor, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fee pursuant to the terms of the agreement between the Paying Agent/Registrar and the County and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order.

(b) Deposits Are Trust Funds; Presentation of Certificates. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Certificates under this Order (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the County, shall be the property of the County and shall be disbursed in accordance with this Order. All matured Certificates presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the County. Such Certificates shall be canceled as provided herein. The Paying Agent/Registrar, in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent/Registrar.

12. Successor Paying Agent/Registrar. The County covenants that at all times while any Certificates are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Certificates. The County reserves the right to change the Paying Agent/Registrar for the Certificates on not less than sixty (60) days written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding Principal or Interest Payment Date on the Certificates. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/ Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

13. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Record Owner of an affected Certificate as of the close of business on the last business day next preceding the date of mailing of such notice.

14. Ownership; Unclaimed Principal and Interest. The County, the Paying Agent/Registrar and any other person, may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making and receiving payment of the principal of and interest on such Certificate and for all purposes, whether or not such Certificate is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate in accordance with this Section shall be valid and effective and shall discharge the liability of the County and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Certificates remaining unclaimed by the Registered Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Paying

Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended. To the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the County upon receipt by the Paying Agent/Registrar of a written request therefor. The Paying Agent/Registrar shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with this Section.

15. Registration, Transfer and Exchange. As long as any Certificates remain Outstanding, the Paying Agent/Registrar shall keep the Register at its trust office or its agent's offices located in McAllen, Texas and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Order.

Each Certificate shall be transferable only upon presentation and surrender thereof at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy two (72) hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon the presentation and surrender thereof at the trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The County or the Paying Agent/Registrar may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the County.

16. Replacement Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/ Registrar may require the Registered Owner of a damaged or mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and the fees and expenses of the Paying Agent/Registrar and the County for issuance of a replacement certificate.

If any Certificate is lost, apparently destroyed or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and orders of the County, and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Registered Owner of a lost, apparently

destroyed or wrongfully taken Certificate, before any replacement Certificate is issued, to:

(a) furnish to the County and the Paying Agent/Registrar satisfactory evidence of the ownership, and the circumstances of the loss, destruction or theft, of such Certificate;

(b) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the County to save and hold them harmless;

(c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) meet any other reasonable requirements of the County and the Paying Agent/Registrar.

In accordance with Sections 1206.021 through 1206.023 of the Texas Government Code, as amended, this Section shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 14 of this Order for Certificates issued in conversion and exchange for other Certificates.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate. Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

17. Cancellation of Certificates. All Certificates paid in accordance with this Order, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall periodically furnish the County with certificates of destruction of such Certificates.

18. Form of Certificates. The Initial Certificate or Certificates submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced, and if initially issued as a single fully registered Certificate, it shall be in the form attached hereto as Exhibit “B”.

The form of the Certificates, including the form of the Registrar's Authentication Certificate, the form of Assignment, CUSIP numbers, Insurance Legend and form of Registration Certificate of

the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Certificates initially issued, shall be respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable, and not prohibited by this Order.

FORM OF FACE OF CERTIFICATE

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HIDALGO

REGISTERED	REGISTERED
NUMBER	PRINCIPAL AMOUNT
R-	$

HIDALGO COUNTY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2017

INTEREST RATE:	DATED DATE:	MATURITY DATE:	CUSIP NO.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

THE COUNTY OF HIDALGO, TEXAS (the "County"), for value received, hereby promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Certificate at the trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas or its successor (the "Paying Agent/Registrar"), the Principal Amount identified above (or so much thereof as shall not have been paid) payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of delivery or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable on February 15, 2018 and each February 15 and August 15 thereafter until maturity of this Certificate by check mailed by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the last business day of the month next preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Certificate at the trust office of the Paying Agent/Registrar.

IF THE DATE for any payment due on the Certificate shall be a Saturday, Sunday, or legal holiday, or a day on which banking institutions in the County where the trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, a day on which banking institutions are authorized to close, or a day on which the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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IF INTEREST on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Record Owner of an affected Certificate as of the close of business on the last business day next preceding the date of mailing of such notice.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the "Certificates") dated August 1, 2017 in the aggregate principal amount of $28,980,000 issued pursuant to an order adopted by the Commissioners Court of the County of Hidalgo, on July 25, 2017 (the "Order") to pay contractual obligations to be incurred by the County to pay the costs of the Project as defined in the Commissioners Court's Order.

THE COUNTY RESERVES THE RIGHT, at its option, to redeem prior to maturity the Certificates maturing on or after August 15, 2028, in whole or in part, on August 15, 2027, or on any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

Certificates may be redeemed only in integral multiples of $5,000 of principal amount. If a Certificate subject to redemption is in a denomination larger than $5,000, a portion of such Certificate may be redeemed, but only in integral multiples of $5,000. In selecting portions of Certificates for redemption, the Paying Agent/Registrar shall treat each Certificate as representing that number of Certificates of $5,000 denomination which is obtained by dividing the principal amount of such Certificate by $5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

If less than all of the Certificates are redeemed, the particular maturities or portions thereof to be redeemed shall be selected by lot by the Paying Agent/Registrar on behalf of the County. If less than all of the Certificates of any maturity are to be redeemed, the particular Certificates or portions thereof to be redeemed shall be selected by lot or other random method in integral multiples of $5,000 of principal amount.

Not less than thirty (30) days prior to a redemption date for the Certificates, notice of redemption shall be sent by U.S. mail, first class postage prepaid, in the name of the County to each Owner of a Certificate to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notice shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding are to be redeemed, the numbers of Certificates or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part, and notice of redemption has been given as herein provided and due provision has been made to redeem the same, the Certificates or portions thereof so redeemed shall no longer be regarded to be outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest

which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified Paying Agent/Registrar for the Certificates and will cause notice of any change of Paying Agent/ Registrar to be mailed to each registered owner.

IT IS HEREBY CERTIFIED, RECITED AND COVENANTED that this Certificate and the Series of which it is a part have been duly and validly issued and delivered in accordance with the Constitution and laws of the State of Texas; that all acts, conditions, and things required or proper to be performed, to exist, and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificates do not exceed any constitutional or statutory limitation; that the interest on and principal of this Certificate, and the Series of which it is a part, are secured by and payable from a pledge of annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures; which taxes have been levied and ordered to be levied against all taxable property in the County and have been irrevocably pledged for such payment, and from a limited pledge (never to exceed $1,000) from the Surplus Net Revenues from the operation of the County's parks, as set out in the Order.

THE COUNTY HAS RESERVED the right to amend the Order with the approval of the holders of 51% of all outstanding Certificates subject to the restrictions stated in the Order.

THE CERTIFICATES are issuable in the form of fully registered Certificates without coupons in the denominations of $5,000 or any integral multiple of $5,000 for any one maturity. The Registered Owner of any Certificate may surrender the same in exchange for any equal aggregate principal amount of Certificates of the same maturity and for any other authorized denominations. Such exchanges shall be without expense to the Registered Owner hereof, but any taxes, fees or other governmental charges required to be paid with respect to the same shall be paid by the Registered Owner requesting such exchange as a condition precedent to the exercise of such privilege.

IN WITNESS WHEREOF, the Commissioners Court has caused the official seal of the County to be impressed or placed in facsimile hereon and this Certificate has been signed by the County Judge and countersigned by the County Clerk by their manual, lithographed or printed facsimile signatures.

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COUNTY OF HIDALGO, TEXAS

_____
County Judge

_____
County Clerk

[SEAL]

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Certificates initially delivered:

THE STATE OF TEXAS
OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

REGISTER NO. _____

I hereby certify that this certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

_____
Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Certificates other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within-mentioned Order; and except for the Certificates initially delivered, this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of the Public Accounts of the State of Texas.

Date of Authentication: _____

The Bank Of New York Mellon
Trust Company, N.A.
2001 Bryan Street, 8th Floor
Dallas, Texas 75201

By: _____
Authorized Signature

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FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Certificates:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Please print or type name, address, and zip code of Transferee)_____ (Please insert Social Security or Taxpayer Identification Number of Transferee) the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer such certificates on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature
Guaranteed: _____ _____
Registered Owner

NOTICE: Signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the same name of the registered owner as shown on the face of this certificate in every particular, without any alteration, enlargement, or change whatsoever.

19. Debt Service Fund; Tax Levy and Pledge; Revenue Pledge. (a) Certificates of Obligation Debt Service Fund. A special fund entitled "Hidalgo County, Texas Certificates of Obligation Debt Service Fund, Series 2017" (the "Debt Service Fund") is hereby created and shall be established and maintained by the County at its official depository. The Debt Service Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Certificates.

(b) Tax Pledge. While any of the Certificates or interest thereon is outstanding, the County pledges its ad valorem taxes within the limits authorized by law toward the payment thereof.

(c) Surplus Net Revenues. While any of the Certificates or interest thereon are outstanding or unpaid, the County also pledges to the payment of the principal of and interest on the Certificates an amount never to exceed $1000 from the "Surplus Net Revenues" (as hereinafter defined) from the operation of the County's parks as authorized pursuant to Chapter 320, Local Government Code. Such pledge shall be subordinate and inferior in all respects to the pledge of any or all of the Surplus Net Revenues which are pledged to the payment of any obligation of the County, whether authorized heretofore or hereafter which the County designates as having a pledge senior to the pledge of any or all of such Surplus Net Revenues pledged to the payment of the Certificates, and the County reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates

of obligations and other obligations of any kind payable in whole or in part from any or all of the net revenues secured by a pledge of any or all of the net revenues that may be prior and superior in right to or on a parity with the Certificates.

(d) Debt Service Fund and Tax Levy. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Debt Service Fund. During each year while any of the Certificates or interest thereon are Outstanding or unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem taxes which will be sufficient to raise and produce the amount required to provide for the payment of the interest on the Certificates as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original principal amount of the Certificates in any year); and such tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Such rate and amount of ad valorem taxes are hereby levied, and are hereby ordered to be levied, within the limits prescribed by law, against all taxable property in the County for each year while any of the Certificates or interest thereon are Outstanding; such tax shall be assessed and collected each such year, and the proceeds of such tax shall be appropriated and applied to the payment of principal of and interest on the Certificates.

20. General Covenants. The County covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in every Certificate; that it will promptly pay or cause to be paid the principal of and interest on every Certificate, on the dates and in the places and manner prescribed in such Order and the Certificates; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Debt Service Fund; and any holder of the Certificates may require the County, its officials, and employees, to carry out, respect, or enforce the covenants and obligations of this Order, by all legal and equitable means.

21. Certificates; Ratings.

(a) Sale of Certificates. The Certificates are hereby sold and shall be delivered to Jefferies, Frost Bank and Stephens Inc. (collectively, the "Underwriters") at a price of $_____ (computed as (i) $28,980,000 in principal amount, (ii) plus premium of $_____, (iii) less underwriter's discount of $_____) in accordance with the terms of the bond purchase agreement (the "Purchase Agreement) presented to and hereby approved by the Commissioners Court, in substantially the form attached hereto as Exhibit "C", which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the County. The County Judge and other appropriate officials of the County are hereby authorized and directed to execute such Purchase Agreement on behalf of the County, and the County Judge and all other officials, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The County Judge, the financial advisor and other consultants and authorized representatives of the County are hereby authorized to take such action as necessary in seeking ratings on the Certificates from any rating service and any such action is hereby ratified and confirmed.

(b) Official Statement. The Commissioners Court hereby approves the form and contents of the preliminary Official Statement and the final Official Statement dated as of the date hereof, relating to the Certificates, and any addenda, supplement or amendment thereto and ratifies and approves the distribution of such preliminary Official Statement and Official Statement in the offer and sale of the Certificates and in the reoffering of the Certificates by the Purchaser, with such changes therein or additions thereto as the officers executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Commissioners Court deems the Preliminary Official Statement final, except for the omission of no more than the information permitted by Rule 15c2-12, as hereinafter defined. The County Judge is hereby authorized and directed to execute, and the County Clerk is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined and declared that the statements and representations contained in the preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the Commissioners Court.

(c) Ratings. The County Judge and the County's financial advisor are authorized hereby to take such action as the County Judge shall approve in seeking ratings on the Certificates from Moody's Investors Service and Standard & Poor's, a division of McGraw-Hill, Inc. and such action is hereby ratified and confirmed.

(d) Proceeds of Sale. Promptly after the delivery of the Certificates, the net proceeds from the sale and delivery of the Certificates, excluding accrued interest, and excluding the costs of issuance shall be deposited to the Project Fund to be created hereunder and to be used for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the Project as set out herein and to pay the Costs of Issuance.

(e) Investments; Funds Secured. Money in all funds created, or continued, by this Order (the "Funds") shall be invested in investments authorized by the Public Funds Investment Act (V.T.C.A., Government Code, Chapter 2256), and, to the extent not invested, shall be secured in the manner prescribed by the Public Funds Collateral Act (V.T.C.A., Government Code, Chapter 2257).

22. Undertaking to Provide Information. (a) This Section constitutes the written undertaking for the benefit of the holders of the Bonds required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR part 240, §240. 15c2-12) (the "Rule"). Capitalized terms used in this Section and not otherwise defined in this Order shall have the meanings assigned such terms in subsection (d) hereof. Under Texas law, the Issuer must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified public accountant and must file each audit report with the State Comptroller within 120 days after the close of the Issuer's fiscal year. The Issuer's fiscal records and audit reports are available for public inspection during the regular business hours, and the Issuer is required to provide a copy of the Issuer's audit reports to any bondholder or any member of the public within a reasonable time on request upon payment of charges prescribed by the Texas General Services Commission.

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(b) The Issuer, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information as provided in this Section:

(1) Annual Financial Information;

(2) Audited Financial Statements, if any; and

(3) Certain Specified Event Notices.

(c) (1) While any Bonds are Outstanding, the Issuer shall provide the updated Annual Financial Information on or before 6 months from the end of the fiscal year of each year (the "Report Date"), beginning in the year 2017, to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system, free of charge at www.emma.org. The Issuer may adjust the Report Date if the Issuer changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to the MSRB, provided that the new Report Date shall be no later than 6 months after the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the Issuer provides to the MSRB, the Annual Financial Information by specific reference to documents previously provided to the MSRB, or filed with the Securities and Exchange Commission and, if such a document is a final Official Statement within the meaning of the Rule, available from the MSRB. The current Report Date is June 30, of each year.

(2) If not provided as part of the Annual Financial Information, the Issuer shall provide the Audited Financial Statements when and if available while any Bonds are Outstanding to the MSRB. If Audited Financial Statements are not available by the required time, the County will provide unaudited financial statements by the required time and Audited Financial Statements when and if such Audited Financial Statements become available.

(3) The Issuer shall provide a Specified Event Notice in a timely manner *not in excess of ten business days* after the occurrence of the event. Each Specified Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

(4) The Issuer shall provide in a timely manner to the MSRB notice of any failure by the Issuer while any Bonds are Outstanding to provide Annual Financial Information on or before the Report Date.

(d) The following are the definitions of the capitalized terms used in this section not otherwise defined in this Order.

(1) "Annual Financial Information" means the financial information (which shall be based on financial statements prepared in accordance with generally accepted accounting principles ("GAAP") for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB") or operating data with respect to the Issuer, provided at least annually, of the type included in those sections of the final official statement with respect to the Bonds contained in

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Tables 1 through 5 and 7 through 9 and in Appendix B of the Issuer's Official Statement referenced in Section 20(b) of this Order.

(2) "Audited Financial Statements" means the Issuer's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

(3) "Certain Specified Event" means any of the following events with respect to the Bonds:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of holders of the Bonds, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;
(xiii) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in (xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision

or jurisdiction over substantially all of the assets or business of the County.

(4) "Specified Event Notice" means electronic notice of a Certain Specified Event.

(e) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's information.

(f) Any failure by the Issuer to perform in accordance with this Section shall not constitute an event of default under this Order.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(g) The SEC has adopted amendments to the Rule which approve the establishment by the MSRB of the Electronic Municipal Market Access ("EMMA") which, as of its implementation effective date of July 1, 2009, is the sole national municipal securities information repository. On and after July 1, 2009, all information and documentation filing required to be made by the County will be made with the MSRB in electronic format only in accordance with MSRB guidelines. Access to such filings is provided, without charge to the general public, by the MSRB.

(h) Nothing in this Section is intended, or shall act, to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(i) The County has agreed to update information and to provide notices of certain specified events only as described above. The County has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The County makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The County disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although the registered and beneficial owners of Bonds may seek a writ of mandamus to compel the County to comply with its agreement.

(j) The County may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described

herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the registered and beneficial owners of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the County (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the registered and beneficial owners of the Bonds. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the County so amends the continuing disclosure agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

(k) During the last five years, the County has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

23. Covenants To Maintain Tax Exempt Status.

(a) General Tax Covenant. The County intends that the interest on the Certificates shall be excludable from gross income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Code and applicable Regulations. The County covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Certificates to be includable in gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the County covenants and agrees to comply with each requirement of this Section; provided, however, that the County shall not be required to comply with any particular requirement of this Section if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or if the County has received a Counsel's Opinion to the effect that compliance with some other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section. In the event the provisions of the Code are amended, or new regulations or rulings are promulgated or issued thereunder, such that requirements in addition to those stated herein become applicable to the Certificates, the County covenants to comply with such additional requirements to the extent necessary to prevent any adverse effect on the exclusion of interest on the Certificates from gross income for federal income tax purposes.

(b) Use of Proceeds. The County covenants and agrees that its use of the Sales Proceeds of the Certificates will at all times satisfy the following requirements:

(i) Proceeds from the sale of the Certificates shall, promptly upon receipt by the County, be applied as follows:

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(a) Net Premium. Net Premium, if any, will be allocated to underwriter's discount and to costs of issuance;

(b) Costs of Issuance. An amount equal to the costs of issuance of the Certificates shall be applied to pay such costs as the County may arrange.

(c) Project Fund. The remaining proceeds from the sale of the Certificates, together with any investment earnings on such proceeds, to the extent required, shall be deposited to the Project Expansion and Aquisition Fund to be used to pay for the costs of the Project.

(ii) Private Business Use. Except as permitted by section 141 of the Code and the Regulations, the County shall at all times prior to the last stated maturity of the Certificates:

(a) not use or permit the use of Gross Proceeds of the Certificates or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(b) not directly or indirectly impose or accept any charge or other payment by any person who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than ad valorem taxes or interest earned on Investments acquired with such Gross Proceeds pending application for their intended purposes.

(iii) Private Loan Use. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the County shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(iv) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code, and the Regulations, the County shall not directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

(v) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b)

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of the Code.

(vi) Information Report. The County shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(vii) No-Arbitrage Covenant. The County shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the County reasonably expects that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder. Moreover, the County covenants and agrees that it will make such use of the proceeds of the Certificates (including interest or other investment income derived from Certificate proceeds), regulate investments of proceeds of the Certificates and take such other and further action as may be required so that the Certificates will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder.

(viii) Arbitrage Rebate. The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the "gross proceeds" of the Certificates (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County will (i) obtain information and maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates and to identify the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Certificates which is required to be rebated to the federal government and (iii) pay, at such times and in such manner as required by applicable regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(ix) Elections. The County hereby directs and authorizes the County Judge, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as he may deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

24. Book-Entry Only Transfers and Transactions; Depository Trust Corporation

(a) Notwithstanding the provisions contained in Sections 5 and 14 hereof relating to the

payment, and transfer/exchange of the Certificates, the County hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by the Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the Letter of Representations, by and between the County, the Paying Agent/Registrar and DTC (the "Depository Agreement") relating to the Certificates.

(b) Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Contractual Obligation (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the County determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the County covenants and agrees with the holders of the Certificates to cause Certificates to be printed in definitive form and provide for the Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form, shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 9 and 13 hereof.

(d) Registered to Cede & Co. The definitive Contractual Obligation(s) shall be initially issued in the form of a separate single fully registered Contractual Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Contractual Obligation shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in paragraph (g) hereof, all of the Outstanding Contractual Obligation(s) shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Registered Owners at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(e) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom a DTC Participant holds an interest in the Contractual Obligation. Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Contractual Obligation or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any amount with respect to

principal of or interest on the Certificates.

(f) Except as provided in paragraph (g) of this Section, the County and the Registrar shall be entitled to treat and consider the person in whose name each Contractual Obligation is registered in the Register as the absolute owner of such Contractual Obligation for the purposes of payment of principal of and interest on such Contractual Obligation and other matters with respect to such Contractual Obligation, registering transfers with respect to such Contractual Obligation, and for all other purposes whatsoever. The Registrar shall pay all principal of and interest on the Contractual Obligation only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Contractual Obligation to the extent of the sum or sums so paid. No person other than a Registered Owner shall receive a Contractual Obligation evidencing the obligation of the County to make payments of amounts due pursuant to this Order.

(g) In the event that the County or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the County to DTC, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the County or the Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Contractual Obligation to such successor securities depository or (ii) notify DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Order.

(h) Notwithstanding any other provision of the Order to the contrary, as long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on the Certificates and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the representation letter of the County to DTC.

25. Related Matters. In order that the County shall satisfy in a timely manner all of its obligations under this Order, the County Judge, County Clerk and all other appropriate officers and agents of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the County all certifications, consents, receipts, requests, notices and other documents as may be reasonably necessary to satisfy the County's obligations under this Order, and the contract executed in connection with the sale of the Certificates and to direct the transfer and application of funds of the County consistent with the provisions of this Order.

26. Bond Counsel Opinion. The approving opinion of The J. Ramirez Law Firm, San Juan,

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Texas, Bond Counsel, and CUSIP Numbers, may be attached to the Certificates, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Certificates.

27. Defeasance. The County may defease the provisions of this Order and discharge its obligations to the Registered Owners of any or all of the Certificates to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either: (a) cash in an amount equal to the principal amount of such Certificates plus interest thereon to the date of maturity, or (b) pursuant to an escrow or trust agreement, cash and/or direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount of the Certificates plus interest thereon to the date of maturity. Upon such deposit, such Certificates shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the County.

28. Amendment of Order. (a) The holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates shall have the right from time to time to approve any amendment to this Order which may be deemed necessary or desirable by the County; provided, however, that without the consent of the holders of all of the Certificates at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Order or in the Certificates with respect to the following matters:

(i) Make any change in the maturity of the outstanding Certificates;
(ii) Reduce the rate of interest borne by any of the outstanding Certificates;
(iii) Reduce the amount of the principal payable on the outstanding Certificates;
(iv) Modify the terms of payment of principal of or interest on the outstanding Certificates or impose any conditions with respect to such payment;
(v) Affect the rights of the holders of less than all of the Certificates then outstanding;
(vi) Change the minimum percentage of the principal amount of Certificates necessary for consent to such amendment.

(b) If at any time the County shall desire to amend the Order under this Section, the County shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment

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and shall state that a copy thereof is on file at the trust office of the Paying Agent/Registrar for inspection by all holders of Certificates. Such publication is not required, however, if notice in writing is given to each holder of Certificates.

(c) Whenever at any time not less than 30 days, and within one year from the date of the first publication of said notice or other service of written notice, the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all Certificates then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically give consent to and approval of such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the Commissioners Court may pass the amendatory order in substantially the same form.

(d) Upon the passage of any amendatory order pursuant to the provisions of this Section, this Order shall be deemed to be amended in accordance with such amendatory order, and the respective rights, duties and obligations under this Order of the County and all the holders of then outstanding Certificates shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by a holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the then outstanding Certificates as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section the identity of the holders of Certificates, the amounts and numbers of such Certificates and the date of their holding same shall be proved by the registration books of the appropriate Paying Agent/Registrar. For purposes of this Section, the holder of a Certificate shall be the owner thereof as shown on such registration books. The County may conclusively assume that such ownership continues until written notice to the contrary is served upon the County.

(g) The foregoing provisions of this Section notwithstanding, the County by action of the Commissioners Court, may amend this Order for any one or more of the following purposes:

(1) To add other covenants and agreements of the County in this Order contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to certificate holders, or to surrender, restrict, or limit any right or power herein reserved to or conferred upon the County;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting, or supplementing any defective provision contained in this Order, or to clarify matters or questions

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arising under this Order, as are necessary or desirable and not contrary to or inconsistent with this Order and which shall not adversely affect the interests of the holders of the Certificates;

(3) To modify any of the provisions of this Order; provided that any modification is expressly effective only after all Certificates outstanding at the date of the adoption of such modification shall cease to be outstanding.

29. Legal Holidays. Should the date interest accrue and become payable on the Certificates, principal of the Certificates mature, or a Record Date fall on a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then, in such event, payment of interest or principal need not be made on such a date, and neither shall the Record Date occur on such a date. Payment may be made, and the Record Date shall occur, the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, with the same force and effect as if (i) made on the date of maturity and no interest shall accrue for the period from the date of maturity to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

30. No Recourse Against County Officials. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Certificates.

31. Severability. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

32. Texas Open Meetings Act Compliance. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the administrative offices of the County for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

33. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

34. Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Order to be given to or filed with the County, the Paying Agent/Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

Attention: County Judge Attention: The Bank of New York Mellon

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Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Trust Company, N.A.
2001 Bryan Street, 8th Floor
Dallas, Texas 75201

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PASSED AND APPROVED ON _____.

COUNTY OF HIDALGO

_____
County Judge

ATTEST:

_____
County Clerk

(SEAL)

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EXHIBIT A

Paying Agent/Registrar Agreement

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EXHIBIT B

The Form of the Initial Certificate

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EXHIBIT C

Purchase Agreement

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July 25, 2017

Hidalgo County, Texas

Pricing Results

Certificates of Obligation, Series 2017

25 Years

ESTRADA • HINOJOSA

INVESTMENT BANKERS

Dallas • Austin • Chicago • Houston • Los Angeles • Miami • New York City • San Antonio

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Financing Team

Financing Team

ISSUER	**HIDALGO COUNTY, TEXAS**
FINANCIAL ADVISOR	Estrada Hinojosa & Company, Inc.
BOND COUNSEL	The J. Ramirez Law Firm
UNDERWRITERS	Jefferies: Senior Manager Frost Bank: Co-Manager Stephens: Co-Manager
UNDERWRITERS' COUNSEL	Winstead PC
PAYING/ESCROW AGENT	Bank of New York Mellon Trust Company

POS Cover

PRELIMINARY OFFICIAL STATEMENT DATED JULY 06, 2017

NEW ISSUE - Book-Entry-Only

RATINGS:
Moody's: "Aa2"
S&P: "AA-"
(See "OTHER INFORMATION – Ratings" herein.)

In the opinion of Bond Counsel, assuming continuing compliance by the County after the date of initial delivery of the Certificates with certain covenants contained in the Certificate Order and subject to the matters set forth under "TAX MATTERS" herein, interest on the Certificates for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions (1) will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Certificates, and (2) will not be included in computing the alternative minimum taxable income of individuals or, except as described herein, corporations. See "TAX MATTERS" herein.

$28,940,000*
HIDALGO COUNTY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2017

Dated: August 1, 2017 **Due: August 15, as shown below**
Interest Accrues: Date of Initial Delivery

PAYMENT TERMS . . . Interest on the $28,940,000* Hidalgo County, Texas Certificates of Obligation, Series 2017 (the "Certificates") will accrue from their date of initial delivery and will be payable on February 15 and August 15 of each year, commencing February 15, 2018, and will be calculated on the basis of a 360-day year of twelve 30-day months. The definitive Certificates are initially issuable only to Cede and Co., the nominee of The Depository Trust Company ("DTC"), New York, New York, pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of $5,000 or integral multiples thereof. **No physical delivery of the Certificates will be made to the purchasers thereof.** Principal of and interest on the Certificates will be payable by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, the initial Paying Agent/Registrar, to Cede & Co., which will make distribution of the amounts so paid to participating members of DTC for subsequent payment to the beneficial owners of the Certificates (see "THE CERTIFICATES - Book-Entry-Only System" herein).

STATED MATURITY SCHEDULE, INTEREST RATES, INITIAL YIELDS, CUSIP NUMBERS, AND REDEMPTION PROVISIONS

CUSIP Prefix: 425036

Maturity (August 15)	Principal Amount	Interest Rate	Initial Yield	CUSIP Suffix**	Maturity (August 15)	Principal Amount	Interest Rate	Initial Yield	CUSIP Suffix**
2018	$ 740,000				2028	$ 1,640,000			
2019	1,015,000				2029	1,680,000			
2020	1,055,000				2030	1,560,000			
2021	1,095,000				2031	1,625,000			
2022	1,140,000				2032	1,685,000			
2023	1,185,000				2033	1,755,000			
2024	1,235,000				2034	1,845,000			
2025	1,285,000				2035	1,935,000			
2026	1,335,000				2036	2,030,000			
2027	1,385,000				2037	2,135,000			

(Interest to accrue from Date of Initial Delivery)

* Preliminary, subject to change.

** CUSIP numbers are included solely for the convenience of owners of the Certificates. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ, a division of McGraw Hill Financial, on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the County, the Financial Advisor, nor the Underwriters is responsible for the selection or correctness of the CUSIP numbers set forth herein.

SECURITY . . . The Certificates are payable from annual ad valorem taxes levied against all taxable property in Hidalgo County, Texas (the "County") within the limits prescribed by law sufficient to provide for the payment of principal of and interest on the Certificates (see "PROPERTY TAXES - Constitutional Tax Limitations" and TAX RATE LIMITATIONS - General Operations and Debt" herein). The Certificates are additionally payable from not more than $1,000 derived from surplus net revenues from the operation of the County's park system.

OPTIONAL REDEMPTION . . . The County reserves the right, at its option, to redeem the Certificates having stated maturities on and after August 15, 20___, in whole or in part, on August 15, 20___ or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption (see "THE CERTIFICATES – Optional Redemption").

LEGALITY . . . The Certificates are offered for delivery when, as, and if issued and received by the initial purchasers named below (the "Underwriters"), and subject to the approving opinion of the Attorney General of the State and the legal opinion of The J. Rambin Law Firm, San Juan, Texas, Bond Counsel. See Appendix C – "Form of Bond Counsel Opinion" herein. Certain legal matters will be passed upon for the Underwriters by their counsel, Winstead PC, San Antonio, Texas.

DELIVERY . . . It is expected that the Certificates will be tendered for delivery to the Underwriters through the services of DTC on or about August 30, 2017.

JEFFERIES

FROST BANK **STEPHENS INC.**

* Preliminary, subject to change.

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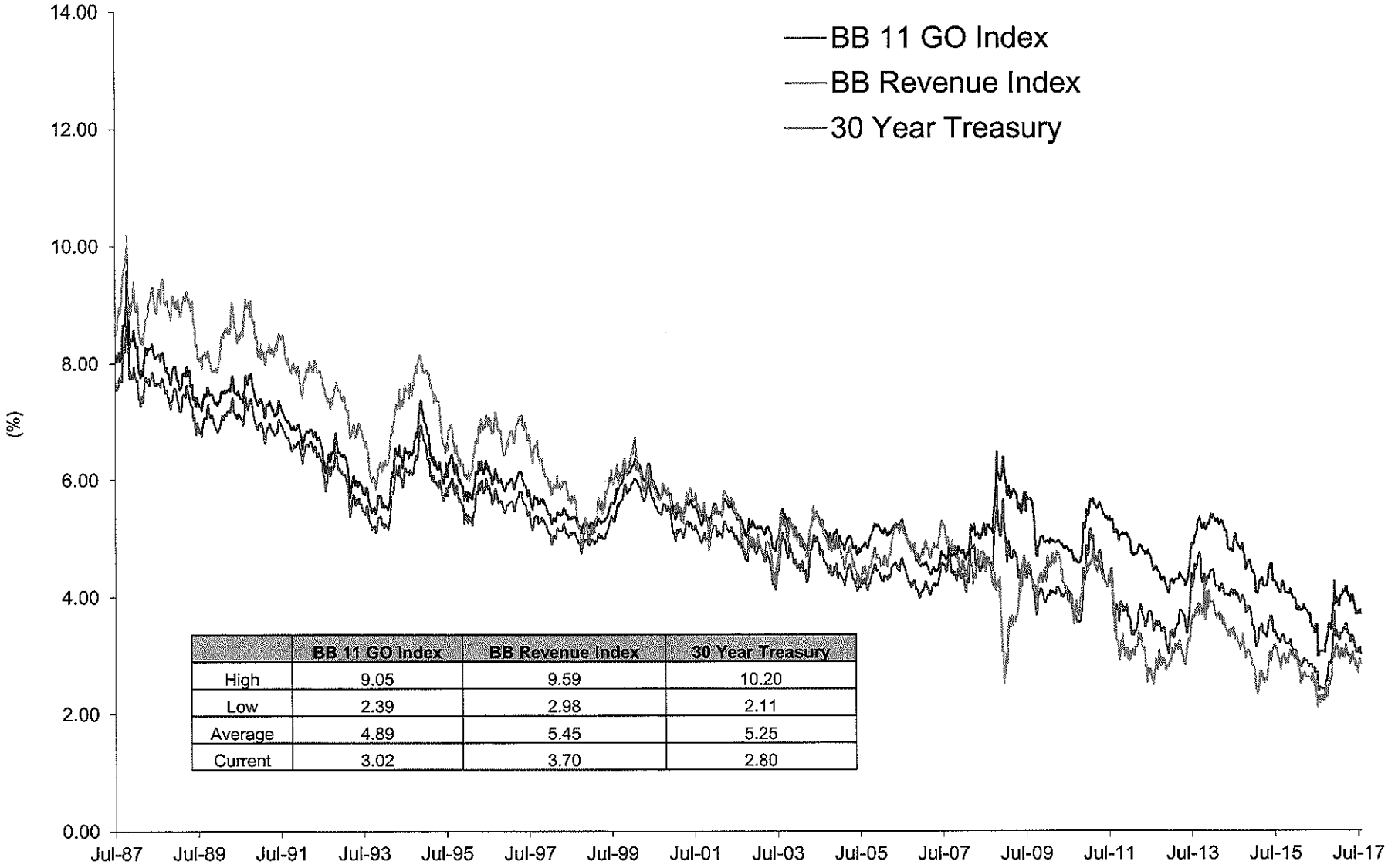
Historical Analysis

Historical Analysis

Bond Buyer Indices vs. 30 Year Treasury: 30 Year History



	BB 11 GO Index	BB Revenue Index	30 Year Treasury
High	9.05	9.59	10.20
Low	2.39	2.98	2.11
Average	4.89	5.45	5.25
Current	3.02	3.70	2.80

Source: Bond Buyer

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INVESTMENT BANKERS

Pricing Results

Sources and Uses of Funds

	Series 2017 Certificates	
Sources of Funds:		
Principal Amount of the Certificates	$	28,405,000.00
Net Premium		4,477,124.80
Total Sources of Funds	$	32,882,124.80
Uses of Funds:		
Deposit to Project Fund	$	32,500,000.00
Costs of Issuance		226,052.59
Underwriters' Discount		156,072.21
Total Uses of Funds	$	32,882,124.80

COs, Series 2017

2017 COs Project Summary List			
Department	Category	Notes	Project Amount
County Wide	Building	Courthouse Related Expenses	$ 5,000,000
County Wide	Building	Constituent Service Building - Soft Costs	1,000,000
Sheriff/Constable	Equipment	Fleet Replacement	2,500,000
PCT 1	Road/Equipment	Various	6,000,000
PCT 2	Road/Equipment	Various	6,000,000
PCT 3	Road/Equipment	Various	6,000,000
PCT 4	Road/Equipment	Various	6,000,000
		GRAND TOTAL	**$ 32,500,000**

Financing Assumptions – *Progression of Borrowing Costs for 2017 COs*

Date	Purpose	Borrowing Cost for 2017 COs*
6/13/2017	**Plan of Finance/Rating Presentation**	**3.12%**
7/20/2017	Consensus scale	3.14%
7/24/2017	Pre-Pricing Wire	3.05%
7/24/2017	Final Pricing	3.04%
7/25/2017	**Approve Sale of COs**	**3.04%**

** - True Interest Cost*

Preliminary Tax Rate Impact: *Prior to 2017 COs*

FINAL

			A				B	C=A+B	D	E=C+D		
	(NAV)			2017 COs								
FYE 12/31	Net Assessed Valuation	NAV Growth	Existing Debt Service [2]	Principal	Interest	Debt Service	Total New Debt Service	Tranfers from Other Sources	Total Net Tax Supported Debt Service	Estimated Required I&S Tax Rate[2]	Marginal Tax Rate	FYE 12/31
2017	**$29,847,276,913** [1]		$ 23,171,999				$ 23,171,999	(1,303,000)	$ 21,868,999	**$ 0.0714**		2017
2018	**30,932,376,888**	3.6%	21,076,243	$ -	$ -	$ -	21,076,243		21,076,243	0.0648	(0.0066)	2018
2019	31,551,024,426	2.0%	21,598,119				21,598,119		21,598,119	0.0652	0.0004	2019
2020	32,182,044,914	2.0%	21,058,444				21,058,444		21,058,444	0.0621	(0.0031)	2020
2021	32,825,685,813	2.0%	21,620,299				21,620,299		21,620,299	0.0626	0.0005	2021
2022	33,318,071,100	1.5%	21,002,469				21,002,469		21,002,469	0.0597	(0.0029)	2022
2023	33,817,842,166	1.5%	17,922,085				17,922,085		17,922,085	0.0494		2023
2024	34,325,109,799	1.5%	17,923,909				17,923,909		17,923,909	0.0486		2024
2025	34,668,360,897	1.0%	14,216,313				14,216,313		14,216,313	0.0371		2025
2026	35,015,044,506	1.0%	14,219,156				14,219,156		14,219,156	0.0367		2026
2027	35,015,044,506	0.0%	11,146,145				11,146,145		11,146,145	0.0277		2027
2028	35,015,044,506	0.0%	11,142,040				11,142,040		11,142,040	0.0276		2028
2029	35,015,044,506	0.0%	8,238,203				8,238,203		8,238,203	0.0191		2029
2030	35,015,044,506	0.0%	7,371,312				7,371,312		7,371,312	0.0165		2030
2031	35,015,044,506	0.0%	5,366,175				5,366,175		5,366,175	0.0106		2031
2032	35,015,044,506	0.0%	5,353,625				5,353,625		5,353,625	0.0106		2032
2033	35,015,044,506	0.0%	5,363,275				5,363,275		5,363,275	0.0106		2033
2034	35,015,044,506	0.0%	5,357,150				5,357,150		5,357,150	0.0106		2034
2035	35,015,044,506	0.0%	3,695,700				3,695,700		3,695,700	0.0057		2035
2036	35,015,044,506	0.0%	3,692,400				3,692,400		3,692,400	0.0057		2036
2037	35,015,044,506	0.0%	1,140,600				1,140,600		1,140,600	(0.0018)		2037
2038	35,015,044,506	0.0%	1,141,600				1,141,600		1,141,600	(0.0018)		2038
2039	35,015,044,506	0.0%	1,141,000				1,141,000		1,141,000	(0.0018)		2039
2040	35,015,044,506	0.0%	1,138,800				1,138,800		1,138,800	(0.0018)		2040
2041	35,015,044,506	0.0%	-									2041
2042	35,015,044,506	0.0%										2042
2043	35,015,044,506	0.0%										2043
2044	35,015,044,506	0.0%										2044
2045	35,015,044,506	0.0%										2045
2046	35,015,044,506	0.0%										2046
2047	35,015,044,506	0.0%										2047
2048	35,015,044,506	0.0%										2048
2049	35,015,044,506	0.0%										2049
2050	35,015,044,506	0.0%	-	-		-	-	-	-	-		2050
Total			$ 265,097,062	$ -	$ -	$ -	$ 265,097,062	$(1,303,000)	$ 263,794,062			

[1] Certified Freeze Adjusted TAV. Average annual growth rate of 3.0% over the last 5 years and 12.7% over the last 10 years.

[2] Calculated approximately I&S tax rate except 2017-2018. Includes estimated freeze adjustment starting at $1,612,597.

Preliminary Tax Rate Impact: *After Issuance of 2017 COs*

FINAL

			A			B	C=A+B	D	E=C+D			
	(NAV)			2017 COs								
FYE 12/31	Net Assessed Valuation	NAV Growth	Existing Debt Service [2]	Principal	Interest	Debt Service	Total New Debt Service	Tranfers from Other Sources	Total Net Tax Supported Debt Service	Estimated Required I&S Tax Rate[2]	Marginal Tax Rate	FYE 12/31
2017	**$29,847,276,913**		$ 23,171,999				$ 23,171,999	$(1,303,000)	$ 21,868,999	**$ 0.0714**		2017
2018	**30,932,376,888**	3.6%	21,076,243	$ 660,000	$ 1,328,499	$ 1,988,499	23,064,743		23,064,743	0.0714	(0.0000)	2018
2019	31,551,024,426	2.0%	21,598,119	615,000	1,305,800	1,920,800	23,518,919		23,518,919	0.0714	0.0000	2019
2020	32,182,044,914	2.0%	21,058,444	970,000	1,275,050	2,245,050	23,303,494		23,303,494	0.0693		2020
2021	32,825,685,813	2.0%	21,620,299	1,015,000	1,226,550	2,241,550	23,861,849		23,861,849	0.0696		2021
2022	33,318,071,100	1.5%	21,002,469	1,070,000	1,175,800	2,245,800	23,248,269		23,248,269	0.0667		2022
2023	33,817,842,166	1.5%	17,922,085	1,120,000	1,122,300	2,242,300	20,164,385		20,164,385	0.0562		2023
2024	34,325,109,799	1.5%	17,923,909	1,175,000	1,066,300	2,241,300	20,165,209		20,165,209	0.0554		2024
2025	34,668,360,897	1.0%	14,216,313	1,235,000	1,007,550	2,242,550	16,458,863		16,458,863	0.0438		2025
2026	35,015,044,506	1.0%	14,219,156	1,300,000	945,800	2,245,800	16,464,956		16,464,956	0.0433		2026
2027	35,015,044,506	0.0%	11,146,145	1,365,000	880,800	2,245,800	13,391,945		13,391,945	0.0343		2027
2028	35,015,044,506	0.0%	11,142,040	1,430,000	812,550	2,242,550	13,384,590		13,384,590	0.0342		2028
2029	35,015,044,506	0.0%	8,238,203	1,505,000	741,050	2,246,050	10,484,253		10,484,253	0.0257		2029
2030	35,015,044,506	0.0%	7,371,312	1,580,000	665,800	2,245,800	9,617,112		9,617,112	0.0232		2030
2031	35,015,044,506	0.0%	5,366,175	1,655,000	586,800	2,241,800	7,607,975		7,607,975	0.0172		2031
2032	35,015,044,506	0.0%	5,353,625	1,740,000	504,050	2,244,050	7,597,675		7,597,675	0.0172		2032
2033	35,015,044,506	0.0%	5,363,275	1,825,000	417,050	2,242,050	7,605,325		7,605,325	0.0172		2033
2034	35,015,044,506	0.0%	5,357,150	1,920,000	325,800	2,245,800	7,602,950		7,602,950	0.0172		2034
2035	35,015,044,506	0.0%	3,695,700	1,995,000	249,000	2,244,000	5,939,700		5,939,700	0.0123		2035
2036	35,015,044,506	0.0%	3,692,400	2,075,000	169,200	2,244,200	5,936,600		5,936,600	0.0123		2036
2037	35,015,044,506	0.0%	1,140,600	2,155,000	86,200	2,241,200	3,381,800		3,381,800	0.0048		2037
2038	35,015,044,506	0.0%	1,141,600				1,141,600		1,141,600	(0.0018)		2038
2039	35,015,044,506	0.0%	1,141,000				1,141,000		1,141,000	(0.0018)		2039
2040	35,015,044,506	0.0%	1,138,800				1,138,800		1,138,800	(0.0018)		2040
2041	35,015,044,506	0.0%										2041
2042	35,015,044,506	0.0%										2042
2043	35,015,044,506	0.0%										2043
2044	35,015,044,506	0.0%										2044
2045	35,015,044,506	0.0%										2045
2046	35,015,044,506	0.0%										2046
2047	35,015,044,506	0.0%										2047
2048	35,015,044,506	0.0%										2048
2049	35,015,044,506	0.0%										2049
2050	35,015,044,506	0.0%	-	-		-	-		-	-		2050
Total			$ 265,097,062	$ 28,405,000	$ 15,891,949	$ 44,296,949	$ 309,394,011	$(1,303,000)	$ 308,091,011			

[1] Certified Freeze Adjusted TAV. Average annual growth rate of 3.0% over the last 5 years and 12.7% over the last 10 years.

[2] Calculated approximate I&S tax rate except 2017-2018. Includes estimated freeze adjustment starting at $1,612,597.

Preliminary Tax Rate Impact: *After 2017 COs, 2018 Courthouse COs, Future CIP*

FINAL

			Project Fund	32,500,000			136,000,000	25,000,000	17,000,000	210,500,000			
			A	B			C	D	E	F=SUM(A:E)	G	H=F+G	
	(NAV)			2017 COs[2]	2018 Courthouse COs[2]			2018 COs[2]	2019 COs[2]		Additional	Total Net Tax	Estimated
FYE	Net Assessed	NAV	Existing Debt	Debt	Debt	Other	Net Debt	Debt	Debt	Total New	County	Supported	Required I&S	Marginal
12/31	Valuation	Growth	Service	Service	Service	Contributions[3]	Service	Service	Service	Debt Service	Contributions	Debt Service	Tax Rate[4]	Tax Rate
2017	**$29,847,276,913** [1]		$ 23,171,999							$ 23,171,999	$ (1,303,000)	$ 21,868,999	**$ 0.0714**	
2018	**30,932,376,888**	3.6%	21,076,243	$ 1,988,499						23,064,743		23,064,743	0.0714	(0.0000)
2019	31,551,024,426	2.0%	21,598,119	1,920,800	$ 7,483,252	$ (4,000,000)	$ 3,483,252	$ 1,434,683	-	28,436,854	(1,870,000)	26,566,854	0.0814	0.0100
2020	32,182,044,914	2.0%	21,058,444	2,245,050	6,831,200	(2,750,000)	4,081,200	1,338,600	$ 1,033,242	29,756,536	(2,660,000)	27,096,536	0.0814	0.0000
2021	32,825,685,813	2.0%	21,620,299	2,241,550	6,842,700	(2,750,000)	4,092,700	1,357,600	970,550	30,282,699	(2,670,000)	27,612,699	0.0814	(0.0000)
2022	33,318,071,100	1.5%	21,002,469	2,245,800	6,852,700	(2,750,000)	4,102,700	1,375,100	988,050	29,714,119	(1,700,000)	28,014,119	0.0814	(0.0000)
2023	33,817,842,166	1.5%	17,922,085	2,242,300	8,761,200	(2,750,000)	6,011,200	2,056,100	1,349,050	29,580,735	(1,160,000)	28,420,735	0.0814	(0.0000)
2024	34,325,109,799	1.5%	17,923,909	2,241,300	8,759,200	(2,750,000)	6,009,200	2,055,700	1,347,850	29,577,959	(740,000)	28,837,959	0.0814	0.0000
2025	34,668,360,897	1.0%	14,216,313	2,242,550	8,759,400	(2,750,000)	6,009,400	2,057,300	1,349,850	25,875,413	(1,000,000)	24,875,413	0.0688	
2026	35,015,044,506	1.0%	14,219,156	2,245,800	8,761,200	(2,750,000)	6,011,200	2,055,600	1,349,750	25,881,506	(1,000,000)	24,881,506	0.0681	
2027	35,015,044,506	0.0%	11,146,145	2,245,800	8,759,000	(2,750,000)	6,009,000	2,060,600	1,347,550	22,809,095	(1,000,000)	21,809,095	0.0591	
2028	35,015,044,506	0.0%	11,142,040	2,242,550	8,757,500	(2,750,000)	6,007,500	2,056,700	1,348,250	22,797,040	(1,000,000)	21,797,040	0.0590	
2029	35,015,044,506	0.0%	8,238,203	2,246,050	8,761,100	(2,750,000)	6,011,100	2,059,200	1,351,550	19,906,103	(1,000,000)	18,906,103	0.0505	
2030	35,015,044,506	0.0%	7,371,312	2,245,800	8,758,900	(2,750,000)	6,008,900	2,057,500	1,352,150	19,035,662	(1,000,000)	18,035,662	0.0479	
2031	35,015,044,506	0.0%	5,366,175	2,241,800	8,760,600	(2,750,000)	6,010,600	2,056,600	1,350,050	17,025,225	(1,000,000)	16,025,225	0.0420	
2032	35,015,044,506	0.0%	5,353,625	2,244,050	8,760,300	(2,750,000)	6,010,300	2,056,200	1,350,250	17,014,425	(1,000,000)	16,014,425	0.0420	
2033	35,015,044,506	0.0%	5,363,275	2,242,050	8,762,400	(2,750,000)	6,012,400	2,056,000	1,347,450	17,021,175	(1,000,000)	16,021,175	0.0420	
2034	35,015,044,506	0.0%	5,357,150	2,245,800	8,761,000	(2,750,000)	6,011,000	2,055,700	1,351,650	17,021,300	(1,000,000)	16,021,300	0.0420	
2035	35,015,044,506	0.0%	3,695,700	2,244,000	8,760,500	(2,750,000)	6,010,500	2,060,000	1,352,250	15,362,450	(1,000,000)	14,362,450	0.0371	
2036	35,015,044,506	0.0%	3,692,400	2,244,200	8,759,250	(2,750,000)	6,009,250	2,060,250	1,349,250	15,355,350	(1,000,000)	14,355,350	0.0371	
2037	35,015,044,506	0.0%	1,140,600	2,241,200	8,762,000	(2,750,000)	6,012,000	2,056,250	1,348,750	12,798,800	(1,000,000)	11,798,800	0.0296	
2038	35,015,044,506	0.0%	1,141,600	-	8,758,000	(2,750,000)	6,008,000	2,058,000	1,350,500	10,558,100	(1,000,000)	9,558,100	0.0230	
2039	35,015,044,506	0.0%	1,141,000	-	8,762,000	(2,750,000)	6,012,000	-	1,349,250	8,502,250	(1,000,000)	7,502,250	0.0169	
2040	35,015,044,506	0.0%	1,138,800	-	8,758,000	(2,750,000)	6,008,000	-	-	7,146,800	(1,000,000)	6,146,800	0.0129	
2041	35,015,044,506	0.0%		-	8,760,750	(2,750,000)	6,010,750	-	-	6,010,750	(1,000,000)	5,010,750	0.0096	
2042	35,015,044,506	0.0%		-	8,759,250	(2,750,000)	6,009,250	-	-	6,009,250	(1,000,000)	5,009,250	0.0096	
2043	35,015,044,506	0.0%		-	8,758,000	(2,750,000)	6,008,000	-	-	6,008,000	(1,000,000)	5,008,000	0.0096	
2044	35,015,044,506	0.0%		-	8,761,250	(2,750,000)	6,011,250	-	-	6,011,250	(1,000,000)	5,011,250	0.0096	
2045	35,015,044,506	0.0%		-	8,758,000	(2,750,000)	6,008,000	-	-	6,008,000	(1,000,000)	5,008,000	0.0096	
2046	35,015,044,506	0.0%		-	8,757,750	(2,750,000)	6,007,750	-	-	6,007,750	(1,000,000)	5,007,750	0.0096	
2047	35,015,044,506	0.0%		-	8,759,500	(2,750,000)	6,009,500	-	-	6,009,500	(1,000,000)	5,009,500	0.0096	
2048	35,015,044,506	0.0%		-	8,762,250	(2,750,000)	6,012,250	-	-	6,012,250	(1,000,000)	5,012,250	0.0096	
2049	35,015,044,506	0.0%		-			-	-	-	-				
2050	35,015,044,506	0.0%	-	-			-	-	-	-		-	-	
Total			$ 265,097,062	$ 44,296,949	$ 255,768,152	$ (83,750,000)	$ 172,018,152	$ 38,423,683	$ 25,937,242	$ 545,773,089	$ (36,103,000)	$ 509,670,089		

[1] Certified Freeze Adjusted TAV. Average annual growth rate of 3.0% over the last 5 years and 12.7% over the last 10 years.

[2] Assumes current market (4-19-2017) for 2017 COs and current market + 100bps for other bond transactions.

[3] Combination of City of Edinburg contributions ($1.5MM/year) + Courthouse Filing Fees ($1.25MM/year). Two years worth of filing fees will be applied in the first year.

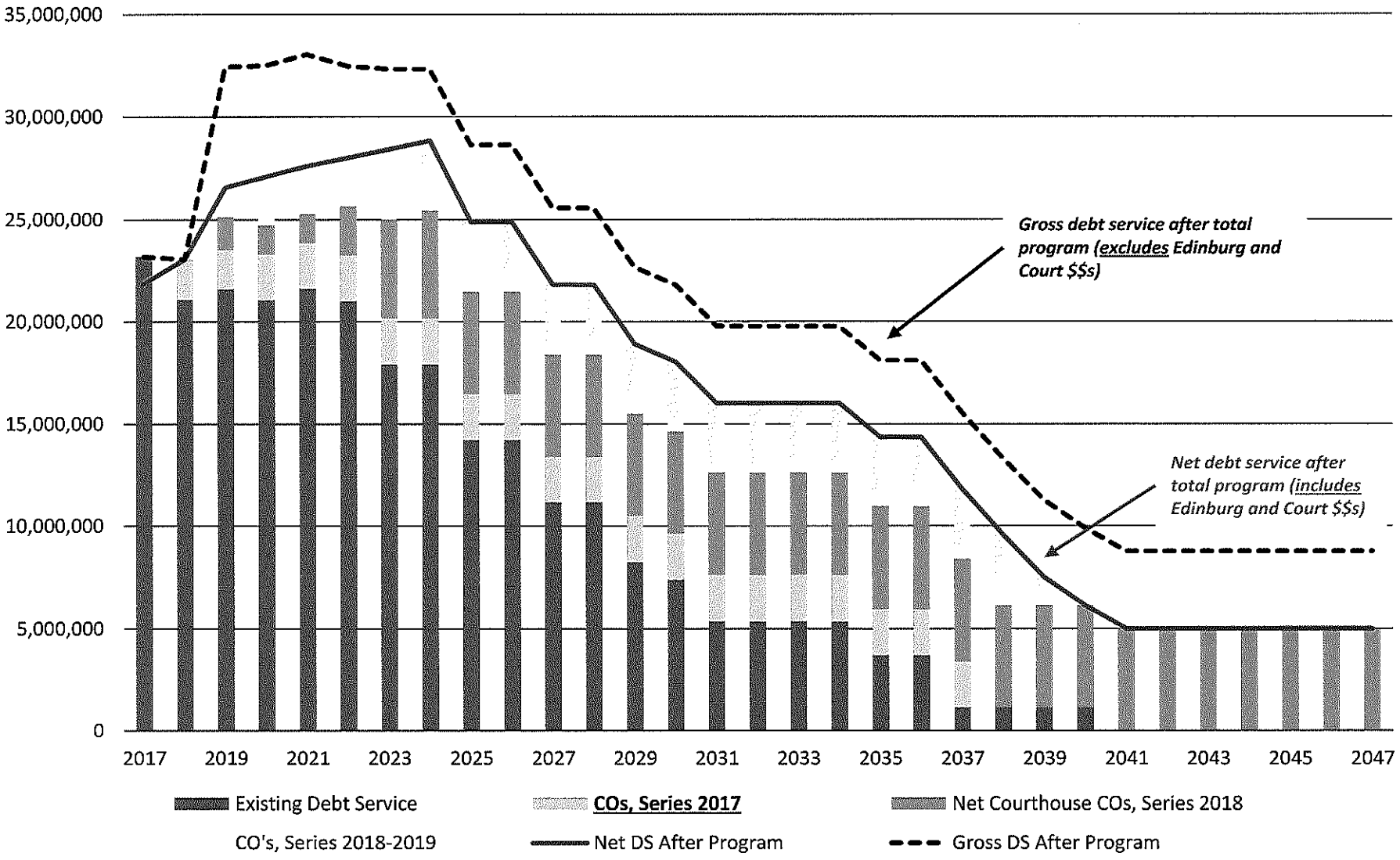
[4] Calculated approximately I&S tax rate except 2017-2018. Includes estimated freeze adjustment starting at $1,612,597.

Debt Service Schedules

FINAL

	Project Fund:	32,500,000		Project Fund:	136,000,000		Project Fund:	25,000,000		Project Fund:	17,000,000		Total Project Funds:	210,500,000	
	Delivery:	8/16/2017		Delivery:	7/11/2018		Delivery:	7/11/2018		Delivery:	7/10/2019				
	TIC:	3.04%	Actual	TIC:	4.48%	CM+100 bps	TIC:	4.09%	CM+100 bps	TIC:	4.07%	CM+100 bps			
FYE	2017 Roads/Sheriff/Courthouse COs			2018 Courthouse COs			2018 General Purpose CIP COs			2019 General Purpose CIP COs			Total GP CIP	Total New Combined	
12/31	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Debt Service	Debt Service	
2016	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2017	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2018	660,000	1,328,499	1,988,499	-	-	-	-	-	-	-	-	-	1,988,499	1,988,499	
2019	615,000	1,305,800	1,920,800	240,000	7,243,252	7,483,252	75,000	1,359,683	1,434,683	-	-	-	3,355,483	10,838,735	
2020	970,000	1,275,050	2,245,050	225,000	6,606,200	6,831,200	100,000	1,238,600	1,338,600	100,000	933,242	1,033,242	4,616,892	11,448,092	
2021	1,015,000	1,226,550	2,241,550	250,000	6,592,700	6,842,700	125,000	1,232,600	1,357,600	125,000	845,550	970,550	4,569,700	11,412,400	
2022	1,070,000	1,175,800	2,245,800	275,000	6,577,700	6,852,700	150,000	1,225,100	1,375,100	150,000	838,050	988,050	4,608,950	11,461,650	
2023	1,120,000	1,122,300	2,242,300	2,200,000	6,561,200	8,761,200	840,000	1,216,100	2,056,100	520,000	829,050	1,349,050	5,647,450	14,408,650	
2024	1,175,000	1,066,300	2,241,300	2,330,000	6,429,200	8,759,200	890,000	1,165,700	2,055,700	550,000	797,850	1,347,850	5,644,850	14,404,050	
2025	1,235,000	1,007,550	2,242,550	2,470,000	6,289,400	8,759,400	945,000	1,112,300	2,057,300	585,000	764,850	1,349,850	5,649,700	14,409,100	
2026	1,300,000	945,800	2,245,800	2,620,000	6,141,200	8,761,200	1,000,000	1,055,600	2,055,600	620,000	729,750	1,349,750	5,651,150	14,412,350	
2027	1,365,000	880,800	2,245,800	2,775,000	5,984,000	8,759,000	1,065,000	995,600	2,060,600	655,000	692,550	1,347,550	5,653,950	14,412,950	
2028	1,430,000	812,550	2,242,550	2,940,000	5,817,500	8,757,500	1,125,000	931,700	2,056,700	695,000	653,250	1,348,250	5,647,500	14,405,000	
2029	1,505,000	741,050	2,246,050	3,120,000	5,641,100	8,761,100	1,195,000	864,200	2,059,200	740,000	611,550	1,351,550	5,656,800	14,417,900	
2030	1,580,000	665,800	2,245,800	3,305,000	5,453,900	8,758,900	1,265,000	792,500	2,057,500	785,000	567,150	1,352,150	5,655,450	14,414,350	
2031	1,655,000	586,800	2,241,800	3,505,000	5,255,600	8,760,600	1,340,000	716,600	2,056,600	830,000	520,050	1,350,050	5,648,450	14,409,050	
2032	1,740,000	504,050	2,244,050	3,715,000	5,045,300	8,760,300	1,420,000	636,200	2,056,200	880,000	470,250	1,350,250	5,650,500	14,410,800	
2033	1,825,000	417,050	2,242,050	3,940,000	4,822,400	8,762,400	1,505,000	551,000	2,056,000	930,000	417,450	1,347,450	5,645,500	14,407,900	
2034	1,920,000	325,800	2,245,800	4,175,000	4,586,000	8,761,000	1,595,000	460,700	2,055,700	990,000	361,650	1,351,650	5,653,150	14,414,150	
2035	1,995,000	249,000	2,244,000	4,425,000	4,335,500	8,760,500	1,695,000	365,000	2,060,000	1,050,000	302,250	1,352,250	5,656,250	14,416,750	
2036	2,075,000	169,200	2,244,200	4,645,000	4,114,250	8,759,250	1,780,000	280,250	2,060,250	1,110,000	239,250	1,349,250	5,653,700	14,412,950	
2037	2,155,000	86,200	2,241,200	4,880,000	3,882,000	8,762,000	1,865,000	191,250	2,056,250	1,165,000	183,750	1,348,750	5,646,200	14,408,200	
2038	-	-	-	5,120,000	3,638,000	8,758,000	1,960,000	98,000	2,058,000	1,225,000	125,500	1,350,500	3,408,500	12,166,500	
2039	-	-	-	5,380,000	3,382,000	8,762,000	-	-	-	1,285,000	64,250	1,349,250	1,349,250	10,111,250	
2040	-	-	-	5,645,000	3,113,000	8,758,000	-	-	-	-	-	-	-	8,758,000	
2041	-	-	-	5,930,000	2,830,750	8,760,750	-	-	-	-	-	-	-	8,760,750	
2042	-	-	-	6,225,000	2,534,250	8,759,250	-	-	-	-	-	-	-	8,759,250	
2043	-	-	-	6,535,000	2,223,000	8,758,000	-	-	-	-	-	-	-	8,758,000	
2044	-	-	-	6,865,000	1,896,250	8,761,250	-	-	-	-	-	-	-	8,761,250	
2045	-	-	-	7,205,000	1,553,000	8,758,000	-	-	-	-	-	-	-	8,758,000	
2046	-	-	-	7,565,000	1,192,750	8,757,750	-	-	-	-	-	-	-	8,757,750	
2047	-	-	-	7,945,000	814,500	8,759,500	-	-	-	-	-	-	-	8,759,500	
2048	-	-	-	8,345,000	417,250	8,762,250	-	-	-	-	-	-	-	8,762,250	
2049	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2050	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	28,405,000	15,891,949	44,296,949	124,795,000	130,973,152	255,768,152	21,935,000	16,488,683	38,423,683	14,990,000	10,947,242	25,937,242	108,657,875	364,426,027	

Pro Forma Debt Profile After 2017



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Ratings

The **Hidalgo County Certificates of Obligation, Series 2017** received the following ratings:

Agency	Rating
S&P	**AA- / Stable Outlook**
Moody's	**Aa2 / No Outlook**

These ratings represent high quality ratings from each of the rating agencies.

Note, the County also maintains a rating from AA- from Fitch Ratings on other outstanding bonds.

Rating Reports

MOODY'S
INVESTORS SERVICE

CREDIT OPINION
18 July 2017

New Issue

Rate this Research

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Hidalgo (County of) TX

New Issue: Moody's assigns Aa2 to Hidalgo County, TX's GOLT CO's, Series 2017

Summary Rating Rationale

Moody's Investors Service has assigned a Aa2 rating to Hidalgo County, TX's $29 million Certificates of Obligation, Series 2017. Concurrently, we maintain the Aa2 rating on $198 million of outstanding parity debt.

The Aa2 rating reflects the county's large and stable tax base with weak wealth indices. The rating also incorporates the county's stable financial operations, healthy reserves and liquidity, and manageable debt profile that is expected to increase in the near term given plans for significant borrowing in 2018.

Credit Strengths

» Large, stable tax base and regionally important economy

» Stable financial operations

» Manageable debt and pension burdens

Credit Challenges

» Weak wealth levels

» Significant future debt plans for a new courthouse

Rating Outlook

Outlooks are usually not assigned to local government credits with this amount of debt outstanding.

Factors that Could Lead to an Upgrade

» Significantly improved wealth levels, including a reduction of the county's unemployment rate

» Trend of accelerating annual tax base growth

» Trend of operational surpluses leading to a material improvement of the County's liquidity and reserve position

Factors that Could Lead to a Downgrade

» Significant deterioration of resident wealth levels and employment rate

» Trend of structurally imbalanced operations reducing the liquidity and reserve position

» Substantial decline of the tax base

» Significantly increased debt profile absent corresponding tax base growth

Key Indicators

Exhibit 1

Hidalgo (County of) TX	2011	2012	2013	2014	2015
Economy/Tax Base					
Total Full Value ($000)	$ 27,420,238	$ 27,044,262	$ 27,320,029	$ 27,911,368	$ 28,653,116
Full Value Per Capita	$ 36,201	$ 34,904	$ 34,554	$ 34,610	$ 34,976
Median Family Income (% of US Median)	54.4%	55.2%	57.0%	57.8%	56.8%
Finances					
Operating Revenue ($000)	$ 210,212	$ 206,835	$ 216,447	$ 224,650	$ 236,198
Fund Balance as a % of Revenues	23.1%	24.8%	23.0%	19.8%	19.3%
Cash Balance as a % of Revenues	65.7%	68.4%	66.9%	59.9%	63.1%
Debt/Pensions					
Net Direct Debt ($000)	$ 282,949	$ 268,174	$ 335,613	$ 342,778	$ 336,240
Net Direct Debt / Operating Revenues (x)	1.3x	1.3x	1.6x	1.5x	1.4x
Net Direct Debt / Full Value (%)	1.0%	1.0%	1.2%	1.2%	1.2%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	N/A	0.7x	0.9x	1.0x	1.2x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	N/A	0.6%	0.7%	0.8%	1.0%

Source: Moody's Investors Service; County Audited Financial Statements

Detailed Rating Considerations

Economy and Tax Base: Large Border County with Lower Wealth Indices

We expect the county's very large $32.5 billion tax base will continue growing in the near term. Over the last five years, the county's full valuation increased an average 3.7% annually, including a 6% increase in 2017 due to new development and appreciation of single and multi-family residential property values. Hidalgo County is located in the Rio Grande Valley of south Texas along the Mexico border and is supported by cross-border trade and manufacturing operations across the border in Reynosa, Mexico. Taxpayer concentration is low, as the ten largest taxpayers account for 3% of fiscal 2017 full valuation. Management expects the recently opened University of Texas Rio Grande Valley will perpetuate the county's economic growth in the medium term. Ongoing development of several big box stores and retail outlets in Edinburg will also foster continued tax base growth in the near term.

Resident wealth levels are weak with median family income levels equivalent to 56.8% of the nation, a credit weakness. A large 34% of the county's population is impoverished, compared to 14.5% for the nation. At 7.5% in May 2017, unemployment in Hidalgo County was above the state (4.4%) and nation (4.1%) for the same period.

Financial Operations and Reserves: Below Median But Healthy Reserve Levels With Stable Operations

The county's General Fund reserve is expected to remain stable in the near term after two years of structurally imbalanced financial operations in fiscal 2013 and fiscal 2014 followed by a surplus in fiscal 2015. Through fiscal 2012, the county historically adopted imbalanced General Fund budgets and successfully closed the budget gaps at year-end due to controlled spending, few unexpected expenditures, and conservative revenue forecasts. In fiscal years 2013 and 2014, the General Fund balance declined in each year as expenditures related to detention facility repairs and the Medicaid 1115 waiver program outpaced annual revenues. At year-end 2015, the county reported a total General Fund balance of $46.8 million, or 25.2% of revenues. Of the total fund balance, $26.4 million (20.8% of revenues) is unassigned, and $12.2 million is assigned for various capital projects. The county's unassigned General Fund

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moodys.com for the most updated credit rating action information and rating history.

balance has historically exceeded management informal target of 10% to 15% of budgeted expenditures. Fiscal year 2015 General Fund revenues were primarily derived from taxes (83.2%) and charges for services (8.9%).

The Fiscal 2016 General Fund balance grew $4.4 million, to $51.3 million (26.5% of revenues) based on the county's draft audit. A small surplus is expected for fiscal 2017, although officials report that overcrowding of the county's jail is a budget pressure. Future reviews will focus on the county's ability to continue structurally balanced financial operations.

LIQUIDITY

Liquidity is expected to remain healthy in the near term. At year-end 2015, the General Fund reported net cash and investments of $134.4 million, representing a very strong 72.3% of revenues. Property taxes, the county's largest revenue source, are due at the end of each calendar year, which inflates the county's cash position. Net cash and investments in the Operating Fund (General, Debt Service, and Road and Bridge Funds) totaled $149.1 million and a strong 63.1% of revenues. Liquidity is expected to remain stable based on the county's 2016 draft audit and fiscal 2017 year to date results.

Debt and Pensions

The county's debt position is expected to increase given plans to issue additional GOLT debt in the near term. The direct debt burden is below average at 0.7% of full valuation. The county plans to issue up to $150 million of GOLT debt in 2018 to construct a new courthouse; however, the project cost and debt issuance timeline may change. Amortization is moderate with 67.3% of principal repaid within 10 years.

DEBT STRUCTURE

Payout of the county's $227 million in outstanding general obligation limited tax debt is below average with 67.3% of principal retired in ten years. All outstanding debt matures in fiscal 2040.

DEBT-RELATED DERIVATIVES

The county is not party to any interest rate swaps or other derivative agreements.

PENSIONS AND OPEB

Hidalgo County has a manageable pension burden based on unfunded liabilities from its participation in the Texas County and District Retirement System, a multi-employer defined benefit agent plan. The county consistently makes the full annual contribution, totaling $13.7 million in fiscal 2015, a manageable 5.8% of operating expenditures. Moody's adjusted net pension liability (ANPL) for the county, under our methodology for adjusting reported pension data, was $370.4 million as of fiscal year 2015, a moderate average 1.6 times operating revenues. The county's three year average ANPL to operating revenues is a manageable 1.2 times while the three year average ANPL to full value is 0.97%. Moody's uses the adjusted net pension liability to improve comparability of reported pension liabilities. The adjustments are not intended to replace the county's reported liability information, but to improve comparability with other rated entities.

The county's fiscal 2015 fixed costs (debt service, pension and OPEB contributions) was $51.0 million, or 22% of operating revenues.

Management and Governance

Created in 1852, the county is governed by a Commissioners Court consisting of a county judge and four county commissioners, one for each of the four precincts. The county judge is elected for a term of four years and the commissioners served staggered four-year terms. Management has an informal policy to maintain an unassigned General Fund balance equal to 10% to 15% of budgeted expenditures, which is low for the rating category. The county historically adopts structurally imbalanced General Fund budgets, which, until fiscal 2013, it successfully closed at fiscal year-end.

Texas Counties have an Institutional Framework score of Aaa, which is high compared to the nation. Institutional Framework scores measure a sector's legal ability to increase revenues and decrease expenditures. The sector's major revenue sources are subject to a cap, which cannot be overriden. However, the cap of $8 per $1,000 of assessed values, with no more than $4 allocated for debt service, still allows for significant revenue-raising ability. Unpredictable revenue fluctuations tend to be minor, or under 5% annually. Across the sector, fixed and mandated costs are generally less than 25% of expenditures. Texas is a Right to Work state, providing significant expenditure-cutting ability. Unpredictable expenditure fluctuations tend to be minor, under 5% annually.

Legal Security

The bonds and certificates are secured by an annual ad valorem tax levied against all taxable property in the county, within the limits prescribed by law. The certificates are additionally secured by a limited pledge (not to exceed $1,000) of surplus net revenues of the county's park system.

Use of Proceeds

Proceeds from the 2017 CO's will be used for infrastructure projects through out the county.

Obligor Profile

Hidalgo County is located in south Texas along the Mexico border in the Rio Grande Valley. The county encompasses 1,570 square miles and its population of 819,217 residents (based on the 2015 American Community Survey).

Methodology

The principal methodology used in this rating was US Local Government General Obligation Debt published in December 2016. Please see the Rating Methodologies page on www.moodys.com for a copy of this methodology.

Ratings

Exhibit 2

Hidalgo (County of) TX

Issue	Rating
Certificates of Obligation, Series 2017	Aa2
Rating Type	Underlying LT
Sale Amount	$28,980,000
Expected Sale Date	07/25/2017
Rating Description	General Obligation Limited Tax

Source: Moody's Investors Service

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REPORT NUMBER 1080644

MOODY'S
INVESTORS SERVICE

S&P Global
Ratings

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Summary:

Hidalgo County, Texas; General Obligation

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Rationale

Outlook

Related Research

Summary:

Hidalgo County, Texas; General Obligation

Credit Profile		
US$28.98 mil certs of oblig ser 2017 dtd 08/01/2017 due 08/15/2037		
Long Term Rating	AA-/Stable	New
Hidalgo Cnty GO		
Long Term Rating	AA-/Stable	Affirmed
Hidalgo Cnty GO		
Long Term Rating	AA-/Stable	Affirmed

Rationale

S&P Global Ratings assigned its 'AA-' long-term rating to Hidalgo County, Texas' series 2017 certificates of obligation. At the same time, we affirmed our 'AA-' long-term rating on the county's general obligation (GO) debt. The outlook is stable.

The certificates are secured by an ad valorem tax levied against all taxable property in the county within limits prescribed by law. The certificates are additionally secured by a pledge of not more than $1,000 derived from surplus net revenues from the operation of the county's park system. The state constitutional limit is 80 cents per $100 of assessed value (AV). The state attorney general will not approve limited-tax debt in an amount that produces debt service requirements exceeding that which can be paid from $0.40 of the foregoing $0.80 maximum tax rate. For fiscal 2017, the total tax rate was 59 cents per $100 of AV, including 7.14 cents for debt service. Due to the county's current tax rate flexibility, very strong liquidity, and high investment-grade rating, we do not differentiate between the limited- and unlimited-tax pledges.

We understand officials plan to use series 2017 certificate proceeds to finance the acquisition of land and rights of way for road and drainage improvements; park improvements; equipment purchases; and construction and renovation of county facilities.

The rating reflects our opinion of the following factors for the county:

- Weak economy, with market value per capita of $37,951 and projected per capita effective buying income at 50.7%, but that is benefitting from access to a broad and diverse metropolitan statistical area (MSA);
- Strong management, with "good" financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Strong budgetary performance, with a slight operating surplus in the general fund and an operating surplus at the total governmental fund level in fiscal 2015;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2015 of 21% of operating expenditures;
- Very strong liquidity, with total government available cash at 69.3% of total governmental fund expenditures and 12.3x governmental debt service, and access to external liquidity we consider strong;
- Strong debt and contingent liability position, with debt service carrying charges at 5.6% of expenditures and net

direct debt that is 57.4% of total governmental fund revenue, as well as rapid amortization, with 66.2% of debt scheduled to be retired in 10 years, but significant medium-term debt plans; and
- Strong institutional framework score.

Weak economy

We consider the county's economy weak. Hidalgo County, with an estimated population of 854,703, is located in the McAllen-Edinburg-Mission, Texas MSA, which we consider to be broad and diverse. The county has a projected per capita effective buying income of 50.7% of the national level and per capita market value of $37,951. Overall, the county's market value grew by 5.8% over the past year to $32.4 billion in 2017. The county unemployment rate was 7.8% in 2016.

The 1,583-square-mile county encompasses McAllen, Pharr, Edinburg (the county seat), Mission, Weslaco, and Mercedes, with McAllen, Edinburg, and Mission being the largest municipalities and economic centers. The area economy is diversified by the tourist industry, agribusiness, and international trade with Mexico. The county has five international ports of entry for commercial and pedestrian traffic, and international trade with Mexico is a main driver for the area's economy. The concentration of twin plants, or maquiladoras, in Mexico fuels commercial traffic into the U.S. Higher-education opportunities include the University of Texas-Rio Grande Valley and South Texas College. County officials indicate economic conditions remain favorable, noting continued residential and commercial development. S&P anticipates the county's property tax base growth will be similar to that in recent years.

Strong management

We view the county's management as strong, with "good" financial policies and practices under our FMA methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or monitor all of them on a regular basis.

Highlights of practices include management's:

- Conservative revenue and expenditure assumptions based on five-year historical trend analysis in collaboration with the county auditor;
- Reporting budget-to-actual performance to the governing body monthly, with the ability to make amendments as needed with the commissioner's court approval;
- Formal debt-management policy that includes quantitative measurable benchmarks and ratios;
- Formal investment policy that complies with the state statutes, with the country treasurer reporting on holdings, performance, and maturity to the legislature at least quarterly; and
- Formal reserve policy to maintain an unreserved fund balance of no less the 10% or greater than 15% of operating and debt service budget for the new fiscal year as a stabilization fund in the general fund at the annual adoption of the budget.

We understand the county currently does not have formal practices pertaining to long-term financial planning and long-term capital planning.

Strong budgetary performance

Hidalgo County's budgetary performance is strong in our opinion. The county had slight surplus operating results in the general fund of 0.5% of expenditures, and surplus results across all governmental funds of 11.6% in fiscal 2015.

We expect budgetary performance to remain strong over the next two years. Fiscal 2015's positive results were largely supported by increased property tax revenues and special assessments. Unaudited fiscal 2016 results indicate the county ended the year with a 1.8% operating surplus. Although a balanced budget was adopted for fiscal 2017, officials project a surplus of roughly $4 million, which they plan to add to fund balance, which would equate to roughly 2% of budgeted operating expenditures. The fiscal 2018 budget is still in development, but officials anticipate the final budget will be balanced. We expect performance across all governmental funds in the near term will be similar to historical results.

In fiscal 2016, property taxes generated 94% of general revenue and have been a reliable revenue source for the county.

Very strong budgetary flexibility

Hidalgo County's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2015 of 21% of operating expenditures, or $38.6 million.

We expect budgetary flexibility to remain very strong over the next two years, supported by management's desire to gradually increase available reserves closer to 25% of expenditures. For fiscal 2017, officials project adding about $4 million to the unassigned general fund balance by year-end, although this could be offset by the use of $3.9 million for the new courthouse that was set aside as assigned fund balance in fiscal 2016. The fiscal 2018 budget is currently being developed, but we understand there are no plans to significantly spend down available reserves.

Very strong liquidity

In our opinion, Hidalgo County's liquidity is very strong, with total government available cash at 69.3% of total governmental fund expenditures and 12.3x governmental debt service in 2015. In our view, the county has strong access to external liquidity if necessary.

We anticipate that the county's total government cash position will remain very strong over the next two years. As of March 31, 2017, the county's investments are held predominantly in the state investment pool, certificates of deposits, and federal/state agencies. We do not view these investments as aggressive. Our opinion that the county maintains strong access to external liquidity is based on the county's issuance of GO bonds and certificates of obligation over the last 20 years. At this time, we understand the county does not have contingent liabilities that could cause immediate or future liquidity pressures.

Strong debt and contingent liability profile

In our view, Hidalgo County's debt and contingent liability profile is strong. Total governmental fund debt service is 5.6% of total governmental fund expenditures, and net direct debt is 57.4% of total governmental fund revenue. Approximately 66.2% of the direct debt is scheduled to be repaid within 10 years, which is in our view a positive credit factor. Negatively affecting our view of the county's debt profile is its significant medium-term debt plans.

Overall net debt as a percentage of market value was 5.8%. We understand the county will issue around $119 million in debt to support construction of a new county courthouse, which is projected to add one cent to the debt service tax rate. As a result, we note that our view of the county's debt profile could further weaken should future debt issuances cause the county's 10-year amortization schedule to fall below 65%.

Hidalgo County's combined required pension and actual other postemployment benefit contributions totaled 3.3% of total governmental fund expenditures in 2015. The county made its full annual required pension contribution in 2015.

The county participates in the Texas County & District Retirement System, a statewide, defined-benefit pension plan administered by Texas. The county's required pension contribution is actuarially determined and calculated at the state level based on an actuary study. Using updated reporting standards in accordance with Governmental Accounting Standards Board (GASB) Statement No. 67, the county's net pension liability was $29.3 million as of Dec. 31, 2015. The plan was 93.06% funded based on its fiduciary net position as a percent of the total pension liability. (For additional details on GASB nos. 67 and 68, please see our report, titled "Incorporating GASB 67 And 68: Evaluating Pension/Other Postemployment Benefit Obligations Under Standard & Poor's U.S. Local Government General Obligation (GO) Criteria," published Sept. 2, 2015, on RatingsDirect.)

The county does not offer formal postemployment benefits but does allow retirees to participate in the county's health benefits program (implicit rate subsidy) with retirees paying premiums that are then deposited in the county's insurance fund. Members with the county can retire at age 60 and above with eight or more years of service, with 20 years of service regardless of age, or when their age and years of service equals 75 or more.

Strong institutional framework

The institutional framework score for Texas counties is strong.

Outlook

The stable outlook reflects our opinion that we will likely not change the rating during the two-year outlook period. We expect Hildago County to likely maintain its very strong budgetary flexibility and liquidity, supported by its strong management. We also believe the county's economy will likely remain stable and experience ongoing growth in all sectors and continue to benefit from its proximity to the McAllen-Edinburg-Mission MSA.

Upside scenario

We could raise the rating if economic indicators significantly improve, in addition to the county strengthening its financial practices, with all other credit factors remaining stable.

Downside scenario

We could lower the rating if the issuance of additional debt results in a weak debt profile, along with a trend of just adequate budgetary performance that leads to available fund balance falling below the policy level.

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Incorporating GASB 67 And 68: Evaluating Pension/OPEB Obligations Under Standard & Poor's U.S. Local Government GO Criteria, Sept. 2, 2015

Ratings Detail (As Of July 18, 2017)

Ratings Detail (As Of July 18, 2017) (cont.)		
Hidalgo Cnty GO		
Long Term Rating	AA-/Stable	Affirmed
Hidalgo Cnty GO (ASSURED GTY)		
Unenhanced Rating	AA-(SPUR)/Stable	Affirmed
Hidalgo Cnty GO		
Long Term Rating	AA-/Stable	Affirmed
Many issues are enhanced by bond insurance.		

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com. All ratings affected by this rating action can be found on the S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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AI-60791 **Budget and Management** **24. C.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of cost of issuance budget for Certificates of Obligation, Series 2017.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact - Issuance Cost to be paid from Bond Proceeds

Attachments

Issuance Budget (Draft)

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	07/20/2017 02:28 PM
Budget & Management	Veronica Ortiz	07/20/2017 02:34 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Merlen P. Munoz		Started On: 07/20/2017 02:11 PM
Final Approval Date: 07/21/2017		

HIDALGO COUNTY

Series 2017 CO Transaction 6/6/2017

Budget

	CERTIFICATES OF OBLIGATION, SERIES 2017			
	Par Amount:	**$28,980,000**		
	Premium:	**$3,956,801**		
	Bond Proceeds:	**$32,936,801**		
	Dated Date:	**8/16/2017**		
	Delivery Date:	**8/16/2017**		
Expense Item	**Estimate**	**Actual**	**Difference**	**Notes**
Printing:				
Preparation of OS/POS	6,500.00			contract, EH FEE
Printing of OS/POS	3,500.00			estimate
Legal:				
Bond Counsel Fee	**41,714.00**			David Cepeda 6/7
Attorney General / IRS 8038-G	9,500.00			formula
Bond Counsel Expenses	**500.00**			David Cepeda 6/7
Paying Agent Fee	**750.00**			S Crone 6/16
Escrow Agent Fee				
Bond Call Fee				
Verification Agent Fee				
Rating Agencies:				
Moody's	27,000.00			Erin Hepper 6/7
Standard & Poor's	23,000.00			M. Fowler, 6/8
Fitch	-			
Travel - Other	5,000.00			contract, EH FEE
Auditor				
Computer / Structuring Fee	**20,000.00**			APPROVED 6/7
Postage and Federal Express	2,500.00			contract
Miscellaneous / Rounding	**5,000.00**			estimate
Subtotal	$ 144,964.00	$ -	$ -	
FA Fee	64,139.96	$ -		
Multiplier	1.2			
FA Total	$ 76,967.95	$ 76,967.95		EH FEE
Grand Total	$ 221,931.95	**$ 76,967.95**		

Received at Closing

Due to County

FA Fee	**Fee**	**Fee**	
Issue Size	$32,936,801		
First $10,000,000	10,000,000	39,350	
	22,936,801		
Next $10,000,000	10,000,000	12,500	1.25
	12,936,801		
Over $10,000,000	12,936,801	12,290	0.95
	0	$64,140	

AI-60689 **Budget and Management** **24. D.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Health Department (1293):
Authorization and approval to de-obligate $142,446.00 from program 069 (ELC) and reallocate funds into program 072 (VC).

BACKGROUND

AI-59089 04/05/17 - Grant acceptance & appropriation; funds were appropriated into the incorrect program number.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-0XX-8-XXX

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

BUDGETARY IMPACT:

As per the Auditor's Office, expenditures will be reclassified into program 072 via journal entries to make funds available.

Attachments

De-Obligation/Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/17/2017 01:23 PM
Ivan Cantu	Ivan Cantu	07/18/2017 08:15 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Debbie Tamez		Started On: 07/13/2017 09:30 AM
Final Approval Date: 07/21/2017		

DATE: July 25, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Health Dept**

ACCOUNT NUMBER: 7-1293-XX1-XX-340-0XX-8-XXX

Contact Person: Debbie Tamez Ph#: (956) 292-7025 ext. 5427

2017

De-Obligation/Appropriation

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
7-1293-441-00-340-069-8-	751	ELC-	Machinery & Equipment	(84,310.00)
7-1293-441-00-340-069-8-	610	ELC-	General Supplies	(55,136.00)
7-1293-441-00-340-069-8-	660	ELC-	Furn & Equip Cntrld	(3,000.00)
7-1293-331-12-340-069-8-	000	ELC-	Revenue	(142,446.00)
7-1293-441-00-340-072-8-	751	VC-	Machinery & Equipment	84,310.00
7-1293-441-00-340-072-8-	610	VC-	General Supplies	55,136.00
7-1293-441-00-340-072-8-	660	VC-	Furn & Equip Cntrld	3,000.00
7-1293-331-12-340-072-8-	000	VC-	Revenue	142,446.00
			TOTAL BUDGET INCREASE (DECREASE)	-

REASON: Approval to deobligate funds from program 069 (ELC) and appropriate into program 072 (VC) in order to separate two projects into different grant programs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-60710 **Budget and Management** **24. E.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TXDOT Pct 3 - La Homa(SH495-FM1924) (1315):
Discussion and action to authorize Valde Guerra, County Executive Officer, to sign certification of Tabulation of Utility Adjustments (SUP) for FM364 ROW CSJ 2966-01-012.

BACKGROUND

CSJ#2966-01-009
RCSJ#2966-01-012

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact, form will request reimbursement from TXDOT.

Attachments

Tabulation of Utility Adjustments

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	07/18/2017 11:36 AM
Budget & Management	Veronica Ortiz	07/18/2017 11:41 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Merlen P. Munoz		Started On: 07/17/2017 10:09 AM
Final Approval Date: 07/21/2017		

Form ROW-U-45
Rev. 3/2004
GSD-EPC

TABULATION OF UTILITY ADJUSTMENTS (SUP)

Date: 06/09/2017 Federal Project No.: STP 2013(362) MM

District: Pharr ROW CSJ: 2966-01-012

County/City of Hidalgo, Texas Highway: SH 364

Utility Company	Utility Agreement Number	Amount of Final Billing	Firm Commitment or Net Cost to County/City	Amount of Requested Reimbursement
American Electric Power	U-14210	$ 113,151.92	$ 22,630.38	$ 90,521.54
	U-	$	$	$
	U-	$	$	$
	U-	$	$	$
	U-	$	$	$

CERTIFICATION

I hereby certify that the above utility adjustment(s) were made in full accordance with the provisions of the Contractual Agreement between the County/City of Hidalgo, Texas, and the State of Texas, and the amount(s) shown herein under “Firm Commitment or Net Cost to County/City” were accordingly paid to the utility company(ies) and documentary evidence to this effect is contained in the County/City records.

Authorized Local Government Representative Date

HIDALGO COUNTY

INVOICE

Invoice Date	**7/25/2017**
Invoice No.	**123045-1701**

Bill To:

Texas Department of Transportation
600 W. Interstate 2
Pharr, Texas 78577-1231

Remittance

To ensure proper credit , please enclose a copy of this invoice with your check and remit to:

Account Summary

Balance Due	$	90,521.54
Amount Enclosed $		

Make checks payable to: **HIDALGO COUNTY**
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025

Payee ID Number: 17460007176012 Mail Code: 012

Date	Check/JE No.	Description	Amount
7/18/2017	04-00017729	Billing for expenditures incurred by Hidalog County in connection with AEP relocating transmission facilities to accommodate the improvements of SH364 (La Homa Road) in Hidalgo County. Start Date: 10/12/2015 End Date: 10/28/2015 Federal Proj. No: STP 2013(362)MM ROW CSJ: 2966-01-012	90,521.54

Amount Due: $ 90,521.54

For records and accounts billed please contact:
Merlen Munoz
2818 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7025
merlen.munoz@co.hidalgo.tx.us

For Internal Use:

CREDIT ACCOUNT NUMBER: 7-1315-126-20-000-017-0-000

AEP AMERICAN ELECTRIC POWER

L & G Engineers (ROW Dept.)
Attn: Mr. Bob Garcia - Hidalgo Co.
2100 W Exp. 83
Merdedes, TX 78570

Re: Hidalgo County
SH 364 (La Homa Road)
Work Order42023862 PPR 690018

August 8, 2016

Dear Mr. Garcia:

Enclosed for your review is a copy of the invoice 169-21009436 presented to Hidalgo County in the amount of $113,151.92 for the reimbursement of the County's share of the relocation costs on the above mentioned project.

Should you have questions regarding this billing, please contact Caleb Howard at (918) 879-2774, or James Bell at 918-877-4784.

Sincerely,

Dale A. Patterson
Manager Customer Billings

Enclosures

c: C. Howard

211209642 00113151920000000001692100943660000000000007

AEP AMERICAN ELECTRIC POWER

TOTAL AMOUNT DUE: $113,151.92
Due Date: September 04, 2016

Amount Enclosed $

Hidalgo County, Texas
PO Box 758
Edinburg TX 78540-0758

Make Check Payable and Send To:
American Electric Power
PO Box 24424
Canton OH 44701-4424

Invoice: 169-21009436 **6**
Invoice Date: August 05, 2016

Please tear on dotted line and return top portion with your payment.

INVOICE

AEP AMERICAN ELECTRIC POWER

Invoice: 169-21009436
Invoice Date: August 05, 2016
Payment Terms: Net 30
Due Date: September 04, 2016
Contract No:
Original Invoice: 20999747
Prior Adjustment: 21009435

Page: 1
Customer No: 11209642
Purchase Order: PPR 690018

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	SH 364	1.00	UN	113,151.92	113,151.92

BILLING FOR EXPENDITURES INCURRED BY AMERICAN ELECTRIC POWER CO. IN CONNECTION WITH RELOCATION OF TRANSMISSION FACILITIES TO ACCOMMODATE THE IMPROVEMENTS OF STATE HIGHWAY 364 (LA HOMA ROAD) IN HIDALGO COUNTY.
PROJECT NAME; FRONTERA-N MCALLEN
BEGINNING DATE: OCTOBER 12, 2015 ENDING DATE: OCTOBER 28, 2015
FINAL INVOICE
DIRECT PAY SALES TAX PERMIT : 1-72-0323455-8

rah

Subtotal: 113,151.92

TOTAL AMOUNT DUE: 113,151.92 USD

COPY

Please Wire/ACH Funds To: AEP Texas Central Company-Tran
Citibank, N.A. New York
ABA/Routing #: 021000089
Account #: 30484552

For billing questions, please call: 918-877-4784

Duplicate

Attachment "A"
STANDARD AGREEMENT COST
U-NUMBER: U14210
UTILITY: AEP TEXAS CENTRAL COMPANY
HWY: SH 364 (La Homa Road)
ROWCSJ; 2966-01-012

	Item	Description	Buy America	Unit	Actual Costs		
					Qty	Unit Price	Amount
					#	$	$
Enginering	1	Project Manager		Hours	43.50	$ 73.78	$ 3,209.62
	2	Project Coordinator		Hours	12.00	$ 63.24	$ 722.92
	3	Design Engineer		Hours	39.50	$ 69.46	$ 2,743.55
	4	Graphics Tech.		Hours			
	5	Expense (Travel)		Trip	2	$ 349.48	$ 349.48
Materials	1	Structure Assembly (plan to reuse existing)	N/A	Each	1	$ 5,551.59	$ 4,619.32
	3	Pole/Tower (anchor bolts & rebar)	yes	Each	1	$ 894.58	$ 894.58
	4	Stores Expense		Each	1	$ 124.68	$ 124.68
Internal Labor	1	Transmssion Services Labor		Hours	102.00	$ 84.17	$ 8,585.00
	2	Inspection (TCR)		Hours			
	3	Inspection (TCR) Expense		Week			
Contract Labor	1	Mobilization		Project	1	$ 8,284.66	$ 8,284.66
	2	Contract Labor per Structure		Hours	343.5	$ 117.95	$ 40,516.33
	3	AB Foundations		CU.YD.	1	$ 27,798.18	$ 27,798.18
	4	Damages		Project			
	5	Cleanup		Miles			
	7	Foundation Design		Hours			
	9	Survey;Line		Miles	0.10	$ 585.00	$ 585.00
	10	Sales Tax (*see #1 below)		Each			
ROW Charges	1	Landowner Research		Hours	27.00	$ 51.94	$ 1,402.41
	2	Land Damage and Restoration Consideration		Tract			
	3	AEPSC Agent Labor		Hours			
	4	Legal		Hours	55.5	$ 88.26	$ 4,896.88
	5	Data Entry		Hours			
	6	Project Management and Supervision		Hours			
	7	Copies, Abstracts, Recording, Admin, etc.		Project	3	$ 37.69	$ 37.69
	8	Construction Support and Damage Settlement		Hours			
Overhead	1	Project Overhead (No AFUDC Included)		LS		$ 8,381.62	$ 8,381.62
		TOTALS					$ 113,151.92

Note

* 1 State of Texas charges sales tax on survey activities

Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
U-NUMBER: U14210
UTILITY: AEP Texas Central Company
HWY: SH 364 (La Homa Road)
ROWCSJ: 2966-01-012

	Item	Description	Buy America	Unit	Estimated Costs		
					QTY	Unit Price	Amount
					#	$	$
Engineering	1	Project Manager		Hours	80	$ 58.77	$ 4,701.60
	2	Project Coordinator		Hours	80	$ 41.31	$ 3,304.80
	3	Design Engineer		Hours	160	$ 41.31	$ 6,609.60
	4	Graphics Tech.		Hours	40	$ 33.83	$ 1,353.20
	5	Expense (Travel)		Trip	2	$ 1,000.00	$ 2,000.00
Materials	1	Structure Assembly (plan to reuse existing)	N/A	Each	1	$ 5,060.00	$ 5,060.00
	3	Pole/Tower (anchor bolts & rebar)	Yes	Each	1	$ 2,035.00	$ 2,035.00
	4	Stores Expense		Each	1	$ 1,206.00	$ 1,206.00
Internal Labor	1	Transmission Services Labor		Hours	250	$ 40.00	$ 10,000.00
	2	Inspection (TCR)		Hours	80	$ 38.21	$ 3,056.80
	3	Inspection (TCR) Expenses		Week	2	$ 1,000.00	$ 2,000.00
Contract Labor	1	Mobilization		Project	1	$ 8,500.00	$ 8,500.00
	2	Contract Labor per Structure		Hours	20	$ 1,000.00	$ 20,000.00
	3	AB Foundations		CU. YD.	20	$ 1,000.00	$ 20,000.00
	4	Damages		Project	1	$ 10,000.00	$ 10,000.00
	5	Cleanup		Miles	0.1	$ 5,000.00	$ 500.00
	7	Foundation Design		Hours	14	$ 200.00	$ 2,800.00
	9	Survey: Line		Miles	1	$ 7,000.00	$ 7,000.00
	10	Sales Tax (*see #1 below)		Each	1	$ 585.00	$ 585.00
ROW Charges	1	Landowner Research		Hours	40	$ 50.00	$ 2,000.00
	2	Land Damage and Restoration Consideration		Tract	1	$ 4,000.00	$ 4,000.00
	3	AEPSC Agent Labor		Hours	19.03	$ 52.00	$ 989.56
	4	Legal		Hours	5	$ 200.00	$ 1,000.00
	5	Data Entry		Hours	7	$ 28.57	$ 199.99
	6	Project Mangement and Supervision		Hours	11	$ 91.00	$ 1,001.00
	7	Copies, Abstracts, Recording, Admin, etc.		Project	1	$ 1,387.00	$ 1,387.00
	8	Construction Support and Damage Settlement		Hours	100	$ 55.00	$ 5,500.00
Overhead	1	Project Overhead (No AFUDC Included)		LS	1	$ 43,743.00	$ 43,743.00
		TOTALS					$ 170,532.55

NOTE

1 State of Texas charges sales tax on survey activities

AEP AMERICAN® ELECTRIC POWER

VARIANCE EXPLANATION:

AEP was able to use internal engineers, which kept the cost down. The construction was less due to AEP being able to use their own employees. Material was less then estimated. All of this lead to the overhead being lower.

James Ball
918-877-4784
jeball@aep.com

AI-60825 **Budget and Management** **24. F.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TXDOT-Pct 1 CR 229 BR-M17½ Rd. (1315):
Concurrence of Change Order #7 as submitted by TXDOT for CR 229 Bridge (Mile 17 1/2) at Drain Ditch, CSJ#0921-02-290, with authority for County Judge to sign TXDOT Form 2146-AFA.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1315-431-60-121-096-0-710

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

BUDGETARY IMPACT:

Funds available, pending commissioners court approval of AI-60826.

Change Order #7 increasing total estimated funding by $20,308.05. As per the AFA and confirmation by TXDOT, funding will be 100% County Responsibility.

Attachments

Form 2146
Add'l Months for Barricades

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	07/21/2017 09:09 AM
Budget & Management	Veronica Ortiz	07/21/2017 09:48 AM
Ivan Cantu	Ivan Cantu	07/21/2017 11:00 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Merlen P. Munoz		Started On: 07/21/2017 08:50 AM
Final Approval Date: 07/21/2017		

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 7

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:	0921-02-290
Project:	BR 2012 (283)
Highway:	MILE 17.5 BRIDGE
County:	HIDALGO
District:	PHARR
Contract Number:	

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 18,900.00)

☒ Actual Cost

(a) Contract Items (Bid Items):				18,900.00
(b) E&C*:	(a) x	7.45% (enter %)	=	1,408.05
(c) Indirect Cost**:	(a + b) x	(enter %)	=	0.00
TOTAL				20,308.05

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

_____

TxDOT Representative Date

Typed/Printed Name: _____

MEMO

June 27, 2017

To: Daniel Garcia, P.E.
Pharr Director of Construction

From: Juan Bosquez, Jr., P.E.
San Benito Area Engineer

Subject: Transmittal of Change Order #7 – Additional Months of Barricades
District: Pharr
Project: BR 2012 (283)
Control: 0921-06-248
County: Cameron
Highway: CR
C.O. Cost: $18,900.00

ADDITIONAL MONTHS OF BARRICADES

Enclosed for final processing is Change Order #7 for the above referenced project. This change order proposes to adjust the quantity for ITEM 0502-6001 Barricades, Signs and Traffic Handling.

The plans propose construction of three bridges (Kornegay, Line 20 & Mile 17 ½). The Mile 17 ½ bridge under CSJ 0921-06-290 encountered delays in right of way acquisition. TXDOT agreed to suspend time during this time frame for approximately three months. This change order proposes to add three months of barricades to the contract for each location due to the contractor having to maintain the barricades throughout this time. This change order also proposes to introduce Special Provision 000-384 Certificate of Interested Parties (Form 1295) to the contract to replace and void Special Provision 000-249 in accordance with Texas house Bill 1295.

Justification

The Contractor had to maintain barricades for an additional three months on each bridge due to right of way not being cleared by the Local Government Hidalgo County. The existing contract unit price will be utilized (see breakdown attached).

SiteManager Construction Management Software

CHANGE ORDER NBR. 7

REPORT DATE: 6/6/2017 3:02:49PM

CONTRACT ID:	092106248
PROJECT:	BR 2012(283)
CONTRACT:	05153210
AWARD AMOUNT:	$1,371,236.75
PROJECTED AMOUNT:	$1,378,361.75
ADJ PROJECTED AMT:	$1,410,914.83
PEND ADJ PROJ AMT:	$1,410,914.83
CONTRACTOR:	VALLEY INFRASTRUCTURE, INC.
CO AMOUNT:	$18,900.00
CO TYPE:	NON-PARTICIPATING
3RD PARTY AMOUNT:	$0.00
APPRV LEVEL:	OVERRIDE

HIGHWAY:	CR
DISTRICT:	21
COUNTY:	CAMERON
AREA ENGINEER:	Juan Bosquez, P.E.
AREA NUMBER:	055

Functions:

- [x] Extra Work
- [ ] Force Account
- [ ] Zero Dollar
- [ ] Final Quantity
- [ ] Overrun/Underrun
- [ ] Change Project Limits
- [ ] Time Adjustment
- [ ] Delete/Add CSJ
- [ ] Stock Account

DESCRIPTION:	ADDITIONAL MONTHS OF BARRICADES
REASON:	6A - 6A-ROW NOT CLEAR - 3RD PARTY RESPONSIBLE
SECONDARY REASON(S):	

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 adjust the quantity for ITEM 0502-6001 Barricades, Signs and Traffic Handling.

The plans propose construction of three bridges (Kornegay, Line 20 & Mile 17 ½). The Mile 17 ½ bridge under CSJ 0921-06-290 encountered delays in right of way acquisition. TXDOT agreed to suspend time during this time frame for approximately three months. This change order proposes to add three months of barricades to the contract for each location due to the contractor having to maintain the barricades throughout this time. This change order also proposes to introduce Special Provision 000-384 Certificate of Interested Parties (Form 1295) to the contract to replace and void Special Provision 000-249 in accordance with Texas house Bill 1295.

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: _____ 6/27/17 **DATE**

TYPED/PRINTED NAME: Benito Salinas Jr. **DATE**

TYPED/PRINTED TITLE: President **DATE**

AREA ENGINEER: _____ **DATE**

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____ **DATE**

DIRECTOR, CONSTRUCTION DIVISION: _____ **DATE**

DEPUTY EXECUTIVE DIRECTOR: _____ **DATE**

FHWA: _____ **DATE**

CONTRACT ID 092106248 CHANGE ORDER NBR. 7

CONTRACT ITEMS

PROJECT NBR 092102290

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0677	05026001		BARRICADES SIGNS AND TRAFFIC HANDLING	MO	2,100.00000	0.000	3.000	3.000	$6,300.00
		CO DESCR		CHANGE ORDER # 7 - MILE 17 5 RD						

PROJECT NBR 092106248

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	0152	05026001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2,100.00000	0.000	3.000	3.000	$6,300.00
		CO DESCR		CHANGE ORDER #7 - KORNEGAY BRIDGE						

PROJECT NBR 092106249

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	1222	05026001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2,100.00000	0.000	3.000	3.000	$6,300.00
		CO DESCR		CHANGE ORDER #7 - LINE 20 RD						

CHANGE ORDER AMOUNT $18,900.00

CHANGE ORDER TRACKING FORM

Change Order No:	7	**Contractor:**	VALLEY INFRASTRUCTURE
CSJ:	0921-06-248	**Project:**	BR 2012 (283)
Highway:	MILE 17 ½ RD	**County:**	HIDALGO

- C.O. Requested by (TxDOT/Contractor/etc.) TXDOT .
- C.O. Requested (Date) 04/03/2017 .
- Documentation Requested from Contractor – Price, etc. (Date) N/A .
- Final Documentation submitted to Area Office (Date) N/A .
- Final Negotiation submitted to Area Office (Date) N/A .
- Completed Form 1295 Included (Yes/No) NO .
- C.O. completed by Area Office (Date) 04/12/17 .
- C.O. sent to District Construction Office for Review (Date) 04/19/17 .
- C.O. sent to Area Office with comments (Date) 05/26/2017 .
- C.O. sent to contractor for signatures (Date) 06/26/2017 .
- C.O. received from contractor (Date) 06/27/17 .
- Final C.O. submitted to District Office (Date) 06/27/17 .

Change Order Checklist

Change Order Number:	07	Contractor:	VALLEY INFRASTRUCTURE
CSJ:	0921-06-248	Project:	BR 2012 (283)
Highway:	Mile 17.5 Rd	County:	Hidalgo
Area Engineer:	Juan Bosquez Jr., P.E.	CO Amount:	$18,900

Is the change order for an interim adjustment? ☐ Yes ☒ No
Is the change order ☒ State oversight? ☐ Federal oversight? ☐ Participating? ☒ Non-Participating?
If Federal oversight, is the change order ☐ Major? ☐ or Minor?
Is the Reason Code correct? ☒ Yes ☐ No
Is the proposed work within project limits? ☒ Yes ☐ No
Does the change order affect the DBE commitment? ☐ Yes ☒ No
Has time been addressed? ☒ Yes ☐ No

Yes	No	NA	**Signatures**
☐	☒	☐	Has the change order been signed by the Contractor?
☐	☒		Is change order signed by AE?
☐	☒	☐	Is DE signature included? (If required)
☐	☒		Is AED-DO signature required? (If so, see "Administrative Approval" below.)

Yes	No	NA	**3rd Party Funding**
☒	☐		Is 3rd party funding involved in this project? (If no, move to next section)
☐	☒	☐	If yes, has the funding been requested and received?
☒	☐		Does this change order impact 3rd party funding?
☐	☒	☐	Will this impact require a new or revised funding agreement?
☐	☐	☒	If an amendment or new agreement is required, has OGC-CSS reviewed the agreement?
☐	☒	☐	Has a Third Party Funding Notification Sheet (Form 2146-AFA) been sent and signed by the 3rd party?

Yes	No	NA	**Permitting: Environmental, Historical, etc**
☒	☐		Is the work within the scope of the original environmental assessments and reviews?
☐	☒		Does this change order impact pedestrian elements previously reviewed by TDLR or increase the cost of pedestrian elements to $50,000 or more? If yes, answer next question.
☐	☐	☒	Has TDLR reviewed the impact to pedestrian elements associated with this change order?
☐	☒		Does work performed in the change order affect any current environmental commitments?
☐	☐	☒	Have the necessary environmental clearances or permits been obtained to address the affect?
☐	☒		Does work performed in the change order increase the impact to wetlands; waters of the U.S.; archeological, historical or social issues; endangered species; or any other regulated areas?
☐	☐	☒	Have the necessary clearances or permits been obtained to address the increased impact?
☐	☐	☒	If the change order work causes the soil disturbance area to exceed the 1 acre and 5 acre thresholds, has a CSN or NOI been processed?

Yes	No	NA	**Stockpiled Materials**
☐	☐	☒	Are materials being received through this change order that will be placed in stock?
☐	☐	☒	If yes, have the materials been set up in MSMS?

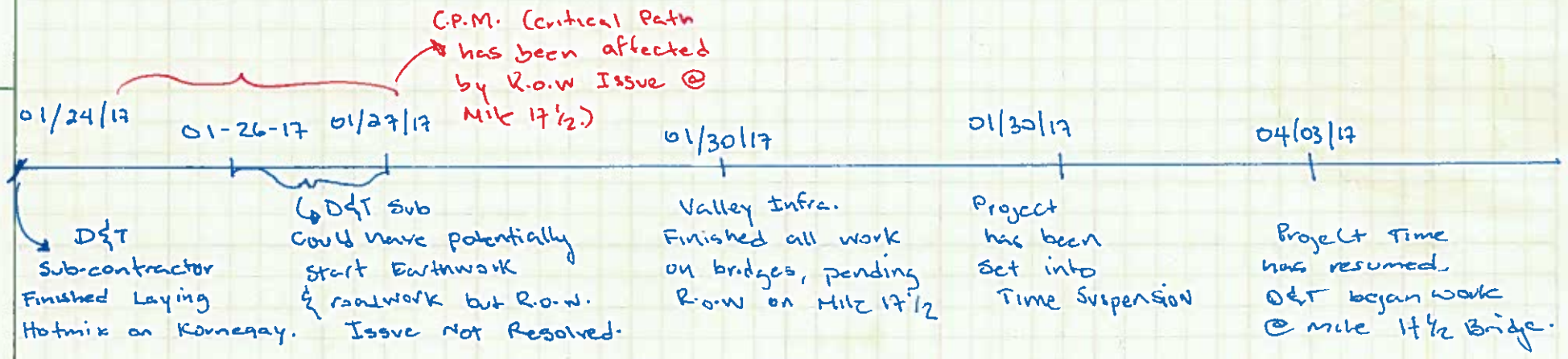
Yes	No	NA	**Area Office and District Approval**
☒	☐		Does the AE's memo include an explanation/description of the change order work?
☒	☐	☐	Is price justification information included? (per District procedures)
☐	☒	☐	Are plan sheets attached? (per District procedures)
☐	☐	☒	If a time extension is being granted, has it been justified? (per District procedures)

Yes	No	NA	**Administrative Approval**
☐	☐		Is a copy of the AE memo included in the transmittal to CST?
☐	☐		Does the transmittal indicate who prepared the plans? (TxDOT or Consultant)
☐	☐	☐	If consultant prepared, is the consultant name provided?
☐	☐		Is the status of the change order work indicated? (awaiting CO approval, active, complete)
☐	☐		Does the transmittal indicate if environmental clearance for extra work has been addressed?
☐	☐		Has the bank balance category for funding been identified?
☐	☐		Is the transmittal memo from the District to CST attached and signed?
☐	☐		Is all required documentation attached? (Ex: Plan Sheets, Form 2146, Price Justification, Force Account Backup Data)
☐	☐		Has prior verbal approval of the change order work been given by Administration?

Comments:

* 47 working days of Time suspension
20 working days in a month

47 days / 20 days ≈ 2.35 mo. ≈ 3 mo.



01/26-27/17 ⇒ Potential Initial of work @ Mile 17½

04/03/17 ⇒ Project Time Resumed & Initial work began

} 47 days after.

3-0135 — 50 SHEETS — 5 SQUARES
3-0236 — 100 SHEETS — 5 SQUARES
3-0237 — 200 SHEETS — 5 SQUARES
3-0137 — 200 SHEETS — FILLER
COMET

AI-60555 **Budget and Management** **24. G. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO 2009 BC - Pct 3 (1341):
Approval of 2017 appropriation of funds into CO 2009 BC - Pct 3 in the amount of $1,436.95 to fund anticipated expenditures.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1341-431-00-123-122-0-751

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

BUDGETARY IMPACT:

Funds available under the undesignated fund balance for Fund 1341.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	07/18/2017 03:54 PM
Budget & Management	Veronica Ortiz	07/18/2017 04:03 PM
Ivan Cantu	Ivan Cantu	07/19/2017 09:00 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Merlen P. Munoz Started On: 06/30/2017 04:46 PM

Final Approval Date: 07/21/2017

DATE: July 18, 2017

2017
Appropriation
AI-60555

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **CO2009BC-PCT 3**

ACCOUNT NUMBER: 7-1341-431-00-123-122-0-751

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
7-1341-431-00-123-122-0- 751	CO2009BC-PCT 3	MACHINERY & EQUIPMENT	1,436.95
		TOTAL BUDGET INCREASE (DECREASE)	**1,436.95**

REASON: Appropriation of funds for Pct 3 anticipated purchases.

Monies from the unassigned fund balance under Fund 1341.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-60679 **Budget and Management** **24. G. 2.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 3 (1285):
A. Approval of certification of revenues by the County Auditor.
B. Approval of appropriation of funds.

BACKGROUND

AI-59924, CC 05/30/17 - Approval of ICA between Hidalgo County & Hidalgo County Irrigation District #6
AI-60417, CC 06/27/17 - Approval to create Deputy Constable Step I position.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1285-421-00-293-020-7-XXX

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

BUDGETARY IMPACT:

Appropriation of funds; expenditures that exceed the agreement amount will be reclassified into the Constable Pct. #3 General Fund account for grant fiscal year 7.

Attachments

Fiscal Note
ICA
COR
revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/18/2017 11:27 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Debbie Tamez		Started On: 07/12/2017 02:48 PM
Final Approval Date: 07/21/2017		

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, July 25, 2017 Agenda Item: 60679

Summary of request/proposal:
CONST. PCT. 3 - HC IRRIG DIST6-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
7-1285-421-00-293-020-7-	113	CONST PCT 3 - HC IRRIG. DIST6-	REG F/T EMPLOYEES	$18,002.25
7-1285-421-00-293-020-7-	211	CONST PCT 3 - HC IRRIG. DIST6-	HEALTH INSURANCE	$2,544.23
7-1285-421-00-293-020-7-	212	CONST PCT 3 - HC IRRIG. DIST6-	LIFE INSURANCE	$17.59
7-1285-421-00-293-020-7-	220	CONST PCT 3 - HC IRRIG. DIST6-	FICA	$1,377.17
7-1285-421-00-293-020-7-	230	CONST PCT 3 - HC IRRIG. DIST6-	RETIREMENT	$2,064.86
7-1285-421-00-293-020-7-	250	CONST PCT 3 - HC IRRIG. DIST6-	UNEMPLOYMENT COMP	$108.01
7-1285-421-00-293-020-7-	260	CONST PCT 3 - HC IRRIG. DIST6-	WORKER'S COMP	$561.67
			2017 Budgetary Impact	$24,675.78

Grant Fiscal Year Budgetary Impact $49,959.34

Possible Funding Sources: Appropriation of funds.

Comments:

Hidalgo Co. Budget Office
2/3/2005

FILED
AT 3:20 O'CLOCK P M
JUN 12 2017
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND HIDALGO COUNTY IRRIGATION DISTRICT #6

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, regarding law enforcement services provided through the cooperation of municipalities, counties, and other local governments between the **County of Hidalgo, Texas acting by and through the Office of Constable, Precinct #3**, (hereinafter referred to as the participating law enforcement agency) and the **Hidalgo County Irrigation District #6**, (hereinafter referred to as the District), a political subdivision of the state of Texas organized under Article XVI, Section 59 of the Texas Constitution and operating under the provisions of the Texas Water Code, Chapters 49 and 58; collectively, the governmental units are referred to as the "Parties" herein.

I.
Law Enforcement Agency Obligations

1. With the aim of increasing the safety and security for District and its resources, as well as for the citizens of Hidalgo County, Office of Constable, Precinct 3 will provide one (1) commissioned peace officer(s) to provide safety and security services (hereinafter referred to as "Services") to locations in and around District.

2. Services will be provided Monday-Friday, 8:00 a.m. to 5:00 p.m. or in lieu thereof at such other times agreed by District and the participating law enforcement agency.

3. The peace officer assigned by the participating law enforcement agency shall be empowered to enforce the laws of the State of Texas.

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

5. In addition to the duties identified above, the participating law enforcement agency agrees that such peace officer assigned to the District shall use his/her best efforts to respond to emergencies or other exigent circumstances which may exist at the District during regular or agreed upon hours in which the response of a peace officer would be appropriate or in which the jurisdiction of the primary local law enforcement agency would be applicable. However, the peace officer shall use his/her sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. Should the peace officer decide to exercise the above referenced discretion, it will not be considered a violation of this agreement.

6. District and the participating law enforcement agency agree that the peace officer will not be required to perform any District administrative duties, other than those identified herein.

7. The participating law enforcement agency agrees to notify the administrative office of the District when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions. The participating law enforcement agency will provide a suitable replacement officer in any event that a normally assigned officer is unavailable by virtue of the use of the leave specified above. In the event that an officer is unexpectedly unavailable, the participating law enforcement agency shall provide a suitable replacement officer as soon as feasible.

8. The participating law enforcement agency may, but is not required to, consult with District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of Hidalgo County personnel shall remain the sole prerogative of the participating law enforcement agency. However, should District believe that the peace officer is not fulfilling his/her job duties or meeting District's expected performance standards under this Agreement, District shall notify the participating law enforcement agency with specific information regarding such nonperformance. The participating law enforcement agency shall correct the unsatisfactory performance or provide a suitable replacement officer by the next scheduled service day or as soon as feasible after receipt of notification by District.

II.
District's Obligations

Payment. The total amount of this Agreement shall not exceed $50,000.00 per year for services performed under this agreement.

Billing. District agrees to pay participating law enforcement agency on a monthly basis after receipt of an invoice. Such invoices shall be submitted by County to District for each month of service, with payment made ten (10) days following receipt of invoice in the Fiscal Department. Payment will be made only based on an approved statement of services rendered by participating law enforcement agency.

III.
Miscellaneous

Term. This agreement shall be effective on May 30, 2017, and will expire on May 30, 2018, unless otherwise terminated. This agreement may automatically renew for one year terms (up to 3 years) by agreement of the parties.

Termination of Agreement. This agreement shall remain in effect until terminated by either party with a thirty (30) day written notice prior to any cancellation. Such written notice shall be mailed to the address designated under **Notice.**

Following written notification of intent to terminate and until the agreed upon date of termination, participating law enforcement agency will continue to have the responsibility to provide services under this agreement and District will continue to have the responsibility to pay for the services in the manner specified in this agreement.

District and participating law enforcement agency may mutually agree to termination of this agreement at any time.

Amendments. This agreement may only be amended by written agreement between participating law enforcement agency and District.

Entire Agreement. This agreement constitutes the entire agreement of the parties and supersedes any prior understanding or oral or written agreements between District and participating law enforcement agency on the matters contained herein.

Contractor Relations. All participating law enforcement agency questions, issues, and comments regarding the management of this Agreement shall be directed to:

Hidalgo County Constable Precinct No. 3
Attention: Constable Larry Gallardo
730 N. Breyfogle #B
Mission, TX 78572
956-581-6800

Hidalgo County Irrigation District #6
Attention: Joe Aguilar, District Manager
P.O. Box 786
Mission, TX 78572
956-585-8389

Notice. Except as expressly provided herein, any notice required or permitted to be given under this agreement must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

Ramon Garcia
Hidalgo County Judge
Hidalgo County Courthouse Annex
100 E. Cano, 1st floor
Edinburg, Texas 78539

Hidalgo County Irrigation District #6
P.O. Box 786
Mission, Texas 78572
Attn: Joe Aguilar

Copy to:
Hidalgo County Constable Precinct No.3
Attention: Constable Lazaro "Larry" Gallardo
730 N. Breyfogle #B
Mission, Texas 78572

Governing Law. This agreement is being executed, delivered and shall be performed in the State of Texas; the laws of Texas shall govern its validity, construction, enforcement and interpretation. Proper venue for any litigation arising from this contract shall be in Hidalgo County, Texas.

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

Conflict of Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision

of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

Assignment. This Agreement shall not be assignable.

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

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

Authority to Execute. The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating law enforcement agency and District in accordance with its terms.

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

Immunities. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Party waives, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.

Indemnification: Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character

whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under the 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.

Nondiscrimination. The parties agree that services and/or project proposals mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County or District policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability.

This agreement shall become effective upon the execution by all parties as noted below.

County of Hidalgo, Texas

Ramon Garcia
Hidalgo County Judge
Date: _____

Constable Lazaro "Larry" Gallardo
Hidalgo County Constable Precinct No. 3
Date: 6/14/17

ATTEST:
Arturo Guajardo, Jr., County Clerk
Date: _____

Hidalgo County Irrigation District #6

Diana Izaguirre
President
Date: 6-19-17

Brandon Thompson
Secretary
Date: 6/19/17

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

APPROVED BY
COMMISSIONERS' COURT
ON: 5/30/17

APPROVED AS TO FORM:
Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

Josephine Ramirez-Solis, Assistant District Attorney

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

July 18,2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, 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 § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for the fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount from the Hidalgo County Irrigation District #6. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$50,000.00	Hidalgo County Irrigation District #6 – Peace Officer Hidalgo Co. Constable Precinct No. 3

CERTIFIED BY:

Raymundo Eufracio, CPA

7/21/17
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. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

AI-60679 **Budget and Management**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 3 (1285):
1. Approval of certification of revenues, as certified by the County Auditor.
2. Approval of appropriation of funds.

BACKGROUND

AI-59924, CC 05/30/17 - Approval of ICA between Hidalgo County & Hidalgo County Irrigation District #6
AI-60417, CC 06/27/17 - Approval to create Deputy Constable Step I position.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1285-421-00-293-020-7-XXX

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

BUDGETARY IMPACT:

Appropriation of funds; expenditures that exceed the agreement amount will be reclassified into the Constable #3 General Fund account for grant fiscal year 7.

Attachments

Fiscal Note
Appropriation

Form Review

Inbox	Reviewed By	Date
(Originator)	Debbie Tamez	07/12/2017 02:48 PM

Form Started By: Debbie Tamez Started On: 07/12/2017 02:48 PM

Itsayana Vallejo

From: Raquel Ramos [raquel.ramos@co.hidalgo.tx.us]
Sent: Tuesday, July 18, 2017 11:38 AM
To: Itsayana Vallejo
Subject: Fwd: Interlocal
Attachments: 60679 - Caption.pdf

Good Morning Itsayana,

I am respectfully requesting a certification of revenues for the item listed below. The item was sent to Commissioner's Court to enter the interlocal agreement with the Irrigation District, and now I believe we are certifying the revenues because the fund and appropriation are needing to be created. If you have any questions please feel free to contact me. Thank you in advance.

Raquel V. Ramos
Administrative Assistant V
Hidalgo County Constable Pct. 3 Dept.
Ph: 956-581-6800
Fax: 956-519-4245
raquel.ramos@co.hidalgo.tx.us

From: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
To: "Raquel Ramos" <raquel.ramos@co.hidalgo.tx.us>
Sent: Tuesday, July 18, 2017 10:57:23 AM
Subject: Re: Interlocal

Good morning Rachel,

As per our discussion, I have placed an agenda item to appropriate funds for the approved interlocal agreement with Hidalgo County Irrigation District #6. Attached please find a copy of the caption for your reference.

The item will be moved to next Tuesday's meeting on 7/25/17. Please request the certification of revenues from Itsayana Vallejo at the Auditor's Office.

Let me know if you have any questions or concerns.

Thank you,

Debbie L. Tamez
Budget Analyst III
Hidalgo County Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Office: (956) 292-7025 Ext.5427
Fax: (956) 292-7035
debbie.tamez@co.hidalgo.tx.us

From: "Raquel Ramos" <raquel.ramos@co.hidalgo.tx.us>
To: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Wednesday, July 12, 2017 4:40:56 PM
Subject: Interlocal

As per your request, attached is the interlocal with all the proper signatures.

Raquel V. Ramos
Administrative Assistant V
Hidalgo County Constable Pct. 3 Dept.
Ph: 956-581-6800
Fax: 956-519-4245
raquel.ramos@co.hidalgo.tx.us

DATE: July 25, 2017

2017
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

ACCOUNT NUMBER: 7-1285-421-00-293-020-7-XXX

Contact Person: Debbie Tamez Ph#: (956) 292-7025 ext. 5427

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
7-1285-421-00-293-020-7-	113	Const. Pct. 3 - HC Irrig. Dist6-	Reg F/T Employees	36,488.57
7-1285-421-00-293-020-7-	211	Const. Pct. 3 - HC Irrig. Dist6-	Health Insurance	5,151.13
7-1285-421-00-293-020-7-	212	Const. Pct. 3 - HC Irrig. Dist6-	Life Insurance	35.61
7-1285-421-00-293-020-7-	220	Const. Pct. 3 - HC Irrig. Dist6-	FICA	2,788.26
7-1285-421-00-293-020-7-	230	Const. Pct. 3 - HC Irrig. Dist6-	Retirement	4,180.58
7-1285-421-00-293-020-7-	250	Const. Pct. 3 - HC Irrig. Dist6-	Unemployment Comp	218.68
7-1285-421-00-293-020-7-	260	Const. Pct. 3 - HC Irrig. Dist6-	Workers' Comp	1,137.17
			TOTAL BUDGET INCREASE (DECREASE)	**50,000.00**

REASON: To appropriate funding for the personnel action approved by CC on 6/27/17, AI-60417.

DEPARTMENT HEAD SIGNATURE

APPROVED 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, July 25, 2017**

Agenda Item: 60679

Summary of request/proposal:
CONST. PCT. 3 - HC IRRIG DIST6-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
7-1285-421-00-293-020-7-	113	CONST PCT 3 - HC IRRIG. DIST6-	REG F/T EMPLOYEES	$18,002.25
7-1285-421-00-293-020-7-	211	CONST PCT 3 - HC IRRIG. DIST6-	HEALTH INSURANCE	$2,544.23
7-1285-421-00-293-020-7-	212	CONST PCT 3 - HC IRRIG. DIST6-	LIFE INSURANCE	$17.59
7-1285-421-00-293-020-7-	220	CONST PCT 3 - HC IRRIG. DIST6-	FICA	$1,377.17
7-1285-421-00-293-020-7-	230	CONST PCT 3 - HC IRRIG. DIST6-	RETIREMENT	$2,064.86
7-1285-421-00-293-020-7-	250	CONST PCT 3 - HC IRRIG. DIST6-	UNEMPLOYMENT COMP	$108.01
7-1285-421-00-293-020-7-	260	CONST PCT 3 - HC IRRIG. DIST6-	WORKER'S COMP	$561.67
			2017 Budgetary Impact	$24,675.78

Grant Fiscal Year Budgetary Impact **$49,959.34**

Possible Funding Sources: Appropriation of funds.

Comments:

Hidalgo Co. Budget Office
2/3/2005

FILED
AT 3:20 O'CLOCK P M
JUN 12 2017
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND HIDALGO COUNTY IRRIGATION DISTRICT #6

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, regarding law enforcement services provided through the cooperation of municipalities, counties, and other local governments between the **County of Hidalgo, Texas acting by and through the Office of Constable, Precinct #3**, (hereinafter referred to as the participating law enforcement agency) and the **Hidalgo County Irrigation District #6**, (hereinafter referred to as the District), a political subdivision of the state of Texas organized under Article XVI, Section 59 of the Texas Constitution and operating under the provisions of the Texas Water Code, Chapters 49 and 58; collectively, the governmental units are referred to as the "Parties" herein.

I.
Law Enforcement Agency Obligations

1. With the aim of increasing the safety and security for District and its resources, as well as for the citizens of Hidalgo County, Office of Constable, Precinct 3 will provide one (1) commissioned peace officer(s) to provide safety and security services (hereinafter referred to as "Services") to locations in and around District.

2. Services will be provided Monday-Friday, 8:00 a.m. to 5:00 p.m. or in lieu thereof at such other times agreed by District and the participating law enforcement agency.

3. The peace officer assigned by the participating law enforcement agency shall be empowered to enforce the laws of the State of Texas.

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

5. In addition to the duties identified above, the participating law enforcement agency agrees that such peace officer assigned to the District shall use his/her best efforts to respond to emergencies or other exigent circumstances which may exist at the District during regular or agreed upon hours in which the response of a peace officer would be appropriate or in which the jurisdiction of the primary local law enforcement agency would be applicable. However, the peace officer shall use his/her sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. Should the peace officer decide to exercise the above referenced discretion, it will not be considered a violation of this agreement.

6. District and the participating law enforcement agency agree that the peace officer will not be required to perform any District administrative duties, other than those identified herein.

7. The participating law enforcement agency agrees to notify the administrative office of the District when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions. The participating law enforcement agency will provide a suitable replacement officer in any event that a normally assigned officer is unavailable by virtue of the use of the leave specified above. In the event that an officer is unexpectedly unavailable, the participating law enforcement agency shall provide a suitable replacement officer as soon as feasible.

8. The participating law enforcement agency may, but is not required to, consult with District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of Hidalgo County personnel shall remain the sole prerogative of the participating law enforcement agency. However, should District believe that the peace officer is not fulfilling his/her job duties or meeting District's expected performance standards under this Agreement, District shall notify the participating law enforcement agency with specific information regarding such nonperformance. The participating law enforcement agency shall correct the unsatisfactory performance or provide a suitable replacement officer by the next scheduled service day or as soon as feasible after receipt of notification by District.

II.
District's Obligations

Payment. The total amount of this Agreement shall not exceed $50,000.00 per year for services performed under this agreement.

Billing. District agrees to pay participating law enforcement agency on a monthly basis after receipt of an invoice. Such invoices shall be submitted by County to District for each month of service, with payment made ten (10) days following receipt of invoice in the Fiscal Department. Payment will be made only based on an approved statement of services rendered by participating law enforcement agency.

III.
Miscellaneous

Term. This agreement shall be effective on May 30, 2017, and will expire on May 30, 2018, unless otherwise terminated. This agreement may automatically renew for one year terms (up to 3 years) by agreement of the parties.

Termination of Agreement. This agreement shall remain in effect until terminated by either party with a thirty (30) day written notice prior to any cancellation. Such written notice shall be mailed to the address designated under **Notice.**

Following written notification of intent to terminate and until the agreed upon date of termination, participating law enforcement agency will continue to have the responsibility to provide services under this agreement and District will continue to have the responsibility to pay for the services in the manner specified in this agreement.

District and participating law enforcement agency may mutually agree to termination of this agreement at any time.

Amendments. This agreement may only be amended by written agreement between participating law enforcement agency and District.

Entire Agreement. This agreement constitutes the entire agreement of the parties and supersedes any prior understanding or oral or written agreements between District and participating law enforcement agency on the matters contained herein.

Contractor Relations. All participating law enforcement agency questions, issues, and comments regarding the management of this Agreement shall be directed to:

Hidalgo County Constable Precinct No. 3
Attention: Constable Larry Gallardo
730 N. Breyfogle #B
Mission, TX 78572
956-581-6800

Hidalgo County Irrigation District #6
Attention: Joe Aguilar, District Manager
P.O. Box 786
Mission, TX 78572
956-585-8389

Notice. Except as expressly provided herein, any notice required or permitted to be given under this agreement must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

Ramon Garcia
Hidalgo County Judge
Hidalgo County Courthouse Annex
100 E. Cano, 1st floor
Edinburg, Texas 78539

Hidalgo County Irrigation District #6
P.O. Box 786
Mission, Texas 78572
Attn: Joe Aguilar

Copy to:
Hidalgo County Constable Precinct No.3
Attention: Constable Lazaro "Larry" Gallardo
730 N. Breyfogle #B
Mission, Texas 78572

Governing Law. This agreement is being executed, delivered and shall be performed in the State of Texas; the laws of Texas shall govern its validity, construction, enforcement and interpretation. Proper venue for any litigation arising from this contract shall be in Hidalgo County, Texas.

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

Conflict of Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision

of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

Assignment. This Agreement shall not be assignable.

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

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

Authority to Execute. The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating law enforcement agency and District in accordance with its terms.

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

Immunities. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Party waives, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.

Indemnification: Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character

whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under the 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.

Nondiscrimination. The parties agree that services and/or project proposals mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County or District policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability.

This agreement shall become effective upon the execution by all parties as noted below.

County of Hidalgo, Texas

Ramon Garcia
Hidalgo County Judge
Date: _____

Constable Lazaro "Larry" Gallardo
Hidalgo County Constable Precinct No. 3
Date: 6/14/17

ATTEST:
Arturo Guajardo, Jr., County Clerk
Date: _____

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

Hidalgo County Irrigation District #6

Diana Izaguirre
President
Date: 6-19-17

Brandon Thompson
Secretary
Date: 6/19/17

5/30/17 DVG

APPROVED AS TO FORM:
Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

Josephine Ramirez-Solis, Assistant District Attorney

DATE: July 25, 2017

2017
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

ACCOUNT NUMBER: 7-1285-421-00-293-020-7-XXX

Contact Person: Debbie Tamez Ph#: (956) 292-7025 ext. 5427

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
7-1285-421-00-293-020-7-	113	Const. Pct. 3 - HC Irrig. Dist6-	Reg F/T Employees	36,488.57
7-1285-421-00-293-020-7-	211	Const. Pct. 3 - HC Irrig. Dist6-	Health Insurance	5,151.13
7-1285-421-00-293-020-7-	212	Const. Pct. 3 - HC Irrig. Dist6-	Life Insurance	35.61
7-1285-421-00-293-020-7-	220	Const. Pct. 3 - HC Irrig. Dist6-	FICA	2,788.26
7-1285-421-00-293-020-7-	230	Const. Pct. 3 - HC Irrig. Dist6-	Retirement	4,180.58
7-1285-421-00-293-020-7-	250	Const. Pct. 3 - HC Irrig. Dist6-	Unemployment Comp	218.68
7-1285-421-00-293-020-7-	260	Const. Pct. 3 - HC Irrig. Dist6-	Workers' Comp	1,137.17
7-1285-337-00-293-020-7-000		*Const. Pct. 3 - HC Irrig. Dist6- Revenues*		*50,000.00*
			TOTAL BUDGET INCREASE (DECREASE)	**50,000.00**

REASON: To appropriate funding for the personnel action approved by CC on 6/27/17, AI-60417.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-60561 **Budget and Management** **24. G. 3.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of appropriation and interfund transfer from Capital Project - Capital Outlay (Fund 1301) to General Fund Co.Wide Adm- Contingency (Fund 1100) in the amount of $53.55.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-XXXX-XXX-XX-XXX-XXX-X-XXX

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

BUDGETARY IMPACT:

Appropriation of funds to interfund to General Fund.

Monies from the unassigned fund balances under Fund 1301.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/03/2017 11:17 AM
Linda Flores	Linda Flores	07/05/2017 09:10 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Merlen P. Munoz		Started On: 07/03/2017 09:49 AM
Final Approval Date: 07/21/2017		

DATE: July 3, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **CO WIDE ADM**

ACCOUNT NUMBER: 7-XXXX-XXX-XX-XXX-XXX-X-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

2017

Appropriation/Interfund

AI-60561

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
7-1301-491-01-000-100-0-	**891**	**TRANSFER OUT**	**GENERAL FUND**	**53.55**
7-1100-391-01-000-301-0-	**000**	**TRANSFER IN**	**CAPITAL OUTLAY**	**53.55**
7-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	53.55
			TOTAL BUDGET INCREASE (DECREASE)	**53.55**

REASON: Appropriation of funds to interfund to General Fund.

Monies from the unassigned fund balances under Fund 1301.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-60703 **Purchasing Department** **25. A. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Rocio Villarreal, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of the negotiated agreement for the provision of Project/Program Management Services in connection with the design and construction of a New Hidalgo County Courthouse between Hidalgo County and JACOBS Project Management Co. including any specific details, exceptions, modifications, additions and/or deletions request by CC and subject to final legal review and compliance with all requirements of the contract;

B. Restatement of the original presentations made by two [2] architectural firms of HDR & HOK to HCCC in connection with the Design and Construction of a New Hidalgo County Courthouse for the purpose of completing the aspect of the process of scoring/grading/evaluating the firms for ranking and thereafter commence negotiations for an engagement letter.

BACKGROUND

Project/Program Management Services:
1. On 05-02-17 HCCC took action to cease negotiations with the number one [1] ranked Group/Firm of Dannenbaum and the number two [2] ranked firm of Jacobs was selected to commence negotiations ;
2. Negotiations held on 05-08-17 & 06-01-17 respectively at posted Workshops;

Architectural Services:
1. Two [2] firms nominated on 03-07-16 from HC approved/qualified pool of Architects;
2. Firms made presentations based on a Questionnaire provided by Hidalgo County on 03-31-16;
3. No scoring has been completed.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 1350-419-40-125-035-0-730

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

BUDGETARY IMPACT:

C/Os 2016 New Courthouse Building. additional funding will be identified through upcoming debt issuances.

Attachments

Backup
agreement

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/21/2017 04:44 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Marty Salazar		Started On: 07/13/2017 05:23 PM
Final Approval Date: 07/21/2017		

AI-53912 **Purchasing Department 6. A.**

CC REGULAR- 9:30 A.M.

Meeting Date: 03/31/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on the following:

Hidalgo County Commissioners Court to hear [through presentations with Q&A] from nominated Architects, Geo-technical & Construction Materials Testing Engineering Firms in connection with the design & construction of a New Hidalgo County Courthouse for the purpose of grading/evaluating and finalizing scoring sheets with each professional firm limited to a maximum of 10 minutes for their presentations to identify either specific courthouse or other significant projects with emphasis on the composition of project team identifying firm's personnel and local participation:

1. Architect Firms:
A. HDR, Architecture, Inc.
B. HOK - Hellmutt, Obata, Kassabaum, L.P.

2. Geo-technical and Construction Materials Testing Firms:
A. Terracon Consultants, Inc.
B. Professional Service Industries, Inc.
C. Millennium Engineers Group, Inc.
D. L & G Consulting Engineers, Inc.
E. Raba Kistner, Inc.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Form Started By: Monica Badillo Started On: 03/28/2016 09:21 AM

Final Approval Date: 03/28/2016

<leticia.saenz@co.hidalgo.tx.us>, elena Gomez
<elena.gomez@co.hidalgo.tx.us>, Raul Sesin
<raul.sesin@hcdd1.org>

Mr. Parde and Mr. Tally:

As a nominated architectural firm, for the Design and Construction of the New Hidalgo County Courthouse, the evaluation "Committee" has requested a presentation with Q&A on **Thursday, March 31, 2016 at 9:30 a.m.,** at the Hidalgo County Commissioners' Court Room located at 100 E. Cano, Edinburg, Texas. The presentation must not exceed 10 minutes [this does not include the Q&A session] with emphasis on the composition of architectural firm's project team [to be dedicated to this project if selected] identifying in-house personnel/staff and local professionals [to include areas of expertise, credentials, experience, etc. for both in-house and local area providers]. The purpose of the Workshop is to permit Hidalgo County Commissioners Court ["the Committee"] the grading/evaluating and finalizing scoring sheets for each professional firm. We emphasize that the presenters should be by firm members that have the authority/position to obligate the firm.

Workshop will commence at 9:30 a.m., and all firms should be present at the time, but will be presenting on an individual basis that will be determined by Hidalgo County Commissioners Court [historically-drawing of names to determine the order of presentation with all firms asked to wait outside while each firm completes presenting).

Please respond to this e-mail by the end of business day or 5 p.m. on Monday, March 28, 2016 of your intention to attend and present.

Hidalgo County welcomes and appreciates your participation in this project. Any further information or assistance regarding this notice must be made in writing to Martha L. Salazar, Hidalgo County Purchasing Agent at martha.salazar@co.hidalgo.tx.us or Ms. Rocio Villarreal, Hidalgo County Contract Manager.

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

Mr. Tally:

Pursuant to action taken by Commissioners' Court on March 7, 2016, your firm has been nominated to be graded and scored in connection with the Design and Construction of a New Hidalgo County Courthouse. Hidalgo County possesses full Schematic Designs for a new courthouse. Your firm was nominated from Hidalgo County's approved pool of architectural firms to undertake completion of all other phases for the Design and Construction of a New Courthouse. Your Statement of Qualifications (SOQ) has been provided to the Evaluation "Committee".

In addition, Hidalgo Co. is requesting your completion of the attached questionnaire with a deadline for submission of Friday, March 18, 2016, by the end of business day or 5 p.m. Your completed Questionnaire will be provided to the Evaluation "Committee". Both your submitted SOQ and Questionnaire will be used by the Committee to grade and scored. If the Committee so chooses, you may be asked to make a presentation to the Evaluation "Committee" based on the information contained in your submitted SOQ and complete Questionnaire. Notice of a presentation will be sent with ample time to make travel arrangements.

Any further information or assistance regarding this notice must be made in writing to Martha L. Salazar, Hidalgo County Purchasing Agent at martha.salazar@co.hidalgo.tx.us or Ms. Rocio Villarreal, Hidalgo County Contract Manager.

Thank you.

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QUESTIONNAIRE-Architectural Firms-1-1.pdf
68 KB

QUESTIONNAIRE

ARCHITECTURAL SERVICES FOR THE DESIGN AND CONSTRUCTION OF NEW COURTHOUSE

---

1. **What type of experience does the firm have in providing architectural services in construction of new courthouses? Please provide a list the following information:**
   a. Depict your firm's role/participation in courthouse or other significant facility projects [for past 15 years]. Please include details of successes and challenges encountered in past projects;
   b. Did you experience budget overruns in these projects? If so, for what project, how much and what were the circumstances that led to the budget overrun?
   c. most recent courthouse projects within the last 5 years;
   d. size of each facility with the cost of the project;
   e. size of your firm's architectural team for each project listed;
   f. length of time of the project from engagement to occupancy;
   g. what construction method was used for the project;
   h. list at least 5 references in a position of authority to contact about each project;
   i. was a construction manager part of the project; if yes,
   j. who was the construction manager [company or firm] and who is their employee with direct knowledge of the project;

2. **Hidalgo County Project Specific Questions:**
   a. Please provide an organizational chart and bios of your proposed team for the Hidalgo County Courthouse including percentage of time to be worked on this project by team members, with areas of expertise that be subcontracted;
   b. Based on your experience with similar projects, please provide a draft timeline for the Hidalgo County Courthouse Project;
   c. Would be willing to obtain a separate insurance as requested by Hidalgo County in a reasonable amount solely naming Hidalgo County as the insured?
   d. Have you been involved in litigation related to your services? If so, when and where?

3. **What has been your most past experience with government projects in providing architectural services, if not courthouses?**
   a. most recent government construction projects with the last 5 years;
   b. size of each facility with the cost of the project;
   c. size of your firm's architectural team for each project;
   d. length of time of the project from engagement to occupancy;
   e. list at least 5 references in a position of authority to contact about each project;
   f. what construction method was used for the project;
   g. was a construction manager part of the project; if yes,
   h. who was the construction manager [company or firm] and who is their employee with direct knowledge of the project.

4. **Give your position [given the project goal of the design and construction of a New Courthouse, what type of construction method would the most advantageous for Hidalgo County and why?**

Evangelina Garcia
<evangelina.garcia@co.hidalgo.tx.us>

Mr. Parde:

Pursuant to action taken by Commissioners' Court on March 7, 2016, your firm has been nominated to be graded and scored in connection with the Design and Construction of a New Hidalgo County Courthouse. Hidalgo County possesses full Schematic Designs for a new courthouse. Your firm was nominated from Hidalgo County's approved pool of architectural firms to undertake completion of all other phases for the Design and Construction of a New Courthouse. Your Statement of Qualifications (SOQ) has been provided to the Evaluation "Committee".

In addition, Hidalgo Co. is requesting your completion of the attached questionnaire with a deadline for submission of Friday, March 18, 2016, by the end of business day or 5 p.m. Your completed Questionnaire will be provided to the Evaluation "Committee". Both your submitted SOQ and Questionnaire will be used by the Committee to grade and scored. If the Committee so chooses, you may be asked to make a presentation to the Evaluation "Committee" based on the information contained in your submitted SOQ and complete Questionnaire. Notice of a presentation will be sent with ample time to make travel arrangements.

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Thank you.

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QUESTIONNAIRE-Architectural Firms-1-1.pdf
68 KB

QUESTIONNAIRE

ARCHITECTURAL SERVICES FOR THE DESIGN AND CONSTRUCTION OF NEW COURTHOUSE

---

1. **What type of experience does the firm have in providing architectural services in construction of new courthouses? Please provide a list the following information:**
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   h. list at least 5 references in a position of authority to contact about each project;
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   j. who was the construction manager [company or firm] and who is their employee with direct knowledge of the project;

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   a. Please provide an organizational chart and bios of your proposed team for the Hidalgo County Courthouse including percentage of time to be worked on this project by team members, with areas of expertise that be subcontracted;
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   c. Would be willing to obtain a separate insurance as requested by Hidalgo County in a reasonable amount solely naming Hidalgo County as the insured?
   d. Have you been involved in litigation related to your services? If so, when and where?

3. **What has been your most past experience with government projects in providing architectural services, if not courthouses?**
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   c. size of your firm's architectural team for each project;
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   h. who was the construction manager [company or firm] and who is their employee with direct knowledge of the project.

4. **Give your position [given the project goal of the design and construction of a New Courthouse, what type of construction method would the most advantageous for Hidalgo County and why?**

DRAFT AIA® Document C172™ – 2014

Standard Form of Agreement Between Owner and Program Manager
for use on a Single Project

AGREEMENT made as of the « » day of « » in the year «2017 » ("Effective Date")
(In words, indicate day, month and year.)

DRAFT
July 25, 2017

BETWEEN the Program Manager's client identified as the Owner:
(Name, legal status, address, and other information)

County of Hidalgo, Texas
100 N. Closner Boulevard
Edinburg, Texas 78539 »« »

and the Program Manager:
(Name, legal status, address, and other information)

Jacobs Project Management Co.
911 Central Parkway North, Suite 425
San Antonio, TX 78232

for the following Project:
(Name, location, and detailed description)

«New Hidalgo County Courthouse»
« »
« »

The Owner and Program Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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5 OWNER'S RESPONSIBILITIES

6 COPYRIGHTS AND LICENSES

7 CLAIMS AND DISPUTES

8 TERMINATION OR SUSPENSION

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10 COMPENSATION

11 SPECIAL TERMS AND CONDITIONS

12 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in the Request for Qualifications, Hidalgo County "Program Management Services –for New County Courthouse" ("RFQ") and any modifications to which the parties agree. The requirements of this Agreement, and the requirements of the Legal Notice of the RFQ that by their nature survive the RFQ process, are complementary, and that which is required by either is required by both.

§ 1.2 Definitions

§ 1.2.1 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction, as modified, that are part of the contract for construction.

§ 1.3 Project Information

§ 1.3.1 It is anticipated that the Project building will include 7 total floors and approximately 400,000-500,000 square feet. More specifically the Project will include the following:

- 6 (Six) complete floors (Floors 1 thru 6), this will include approximately 350,000 square feet, 24 courtrooms, District and County Clerks' offices, Court of Appeals, Law Library, Public Defender's Office, District Attorney's Office, Indigent Defense Office, Adult Probation Office, Ancillary Spaces and other offices;
- The 7th Floor will include approximately 50,000 square feet and will be a "shell floor," meaning it will be left unfinished, but will include a sub-floor and stud walls for the potential expansion for an additional 6 (Six) courtrooms to be completed by the Owner at a later time;
- The total estimated Project cost is $150,000,000.
- The County reserves the right to modify the Project Information.

§ 1.3.2 A proposal was submitted in response to an RFQ from a design team comprised of EROS/HDR/Halff and Balfour Beatty submitted a schematic design. A copy was attached for information about the Project parameters in Exhibit F of the RFQ. Subsequently, a team led by HOK prepared a peer review and suggested an alternative design in Exhibit G of the RFQ. These documents provide the basic characteristics of the facility being developed, which is now at the Schematic Design Phase level. The Architect of record has not been selected as of the Effective Date of this Agreement.

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§ 1.3.2 The Project's physical characteristics, to the extent not previously provided, will be provided as developed including, without limitation, geotechnical reports; site, boundary and topographical surveys; traffic and utility studies; and availability of public and private utilities and services.

§ 1.3.3 Preliminary assessment of the condition of existing facilities or site, if any:
(Identify or describe written reports of the conditions of existing facilities or site.)

«N/A »

§ 1.3.4 Funding source:
(Identify anticipated funding sources, and deadlines or schedules related to funding, as well as whether funding is authorized.)

«N/A »

§ 1.3.5 The Owner's budget for the Project:
(Provide the Owner's total budget for the Project and, if known, a line-item breakdown of all costs described in Section 3.5.1.)

«To be provided in Project program developed by Architect and duly approved by the Owner. »

§ 1.3.6 The Owner's intended procurement or delivery method for design and construction of the Project:
(Identify method such as competitive bid, negotiated contract, multiple prime contracts, or construction management.)

«As of the effective date of this Agreement, the Owner intends that the Project will be delivered by Construction Manager at Risk through a cost-plus contract with a guaranteed maximum price. Owner reserves the right to change the delivery method in its sole option and discretion. »

§ 1.3.7 Anticipated scheduling information: To be established by the Owner at a later date with input from the Program Manager, architect and construction manager.
(Include overall Project duration and milestones. If known, include proposed dates for commencement and completion of design, commencement and completion of construction, occupancy, and any other critical scheduling information for the Project.)

.1 Anticipated dates of Project commencement and completion:

.1 Commencement of design, if other than the date of this Agreement:

« »

.2 Completion of design:

« »

.3 Commencement of construction:

« »

.4 Completion of construction:

« »

.2 Other Project scheduling information:

« »

§ 1.3.8 Other information regarding the Project:
(Identify any other available studies or reports, as well as special characteristics or needs of the Project, such as historic preservation requirements, not provided elsewhere.)

«As provided in Exhibit A - Request for Qualifications
In the event of a direct conflict between this Agreement and the content of Exhibit A, the terms of this Agreement shall prevail. »

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§ 1.3.9 The Owner's anticipated sustainable objective for the Project, if any:
(Identify the Owner's sustainable objective for the Project such as sustainability certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency.)

«To be determined. »

§ 1.4 Project Team
§ 1.4.1 The Owner will retain the following consultants and contractors:
(List name, discipline, address, and other information.)

«Surveyor; geotechnical engineer and testing firm; Architect; civil engineer; Contractor (or Construction Manager, as applicable) and any others as deemed necessary by Owner. »

§ 1.4.2 The Program Manager will retain any consultants identified in Sections 1.4.2.1 and 1.4.2.2, if any:

§ 1.4.2.1 The Program Manager shall provide an organizational chart for all its Project personnel identified in its Statement of Qualifications ("SOQ") submitted in response to the RFQ for Program Manager.

§ 1.4.2.2 Consultants retained under Basic Services:
(List name, discipline, address, and other information.)

The Program Manager does not intend to use any consultants, as of the Effective Date. If the need arises for consultants later, Program Manager will first seek the Owner's approval, in writing, in advance.

§ 1.4.2.3 Consultants retained under any contingent Additional Services:
(List name, discipline, address, and other information.)

«N/A »

§ 1.4.3 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other information.)

«Valde Guerra
100 N. Closner Boulevard
Edinburg, Texas 78539 »

§ 1.4.4 The persons or entities, in addition to the Owner's representative, who may be required to review and approve the Program Manager's submittals to the Owner are as follows:
(List name, address, and other information.)

«Owner's Architect to be selected. »

§ 1.4.5 The Program Manager identifies the following representative in accordance with Section 2.4:
(List name, address, and other information.)

Terry Page
911 Central Parkway North, Suite 425
San Antonio, TX 78232

§ 1.5 Other Initial Information on which the Agreement is based:

«N/A »

§ 1.6 The Owner and Program Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Program Manager shall appropriately adjust the schedule, the Program Manager's services, and the Program Manager's compensation.

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ARTICLE 2 PROGRAM MANAGER'S RESPONSIBILITIES

§ 2.1 The Program Manager shall provide the services as set forth in this Agreement. In providing its services for the Project, the Program Manager and its consultants shall at all times exercise not less than the standard of professional care customarily exercised by nationally-recognized program management firms practicing in the State of Texas performing services similar to those required by this Agreement and for the Project. The services and deliverables provided by the Program Manager and its consultants shall comply with all laws, codes, statutes, ordinances, orders, rules and regulations of all federal, state, county and local governmental agencies having jurisdiction over the Project and the Project's design and construction ("Laws").

§ 2.2 The Program Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project and in conformance with all schedules established to which the parties agree.

§ 2.3 The Program Manager shall confirm in writing to the Owner the names and qualifications of its proposed key staff members and consultants, if any, as required in the RFQ. The Program Manager shall provide an organizational chart for the proposed Project personnel and a summary paragraph of the Project services 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. A statement should also be included about such personnel's education, training and experience related to the services to be provided. Within 14 days of receipt of the names and qualifications of the Program Manager's proposed key staff members, the Owner may reply to the Program Manager in writing stating (1) whether the Owner has reasonable objection to any proposed key staff member or (2) that the Owner requires additional time to review. The Program Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Program Manager shall not change its key staff members without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 2.4 The Program Manager shall identify a representative authorized to act on behalf of the Program Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and prior written consent, the Program Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Program Manager's judgment with respect to the Project.

§ 2.6 The Program Manager shall provide its services in cooperation with the services provided by the Owner and the Owner's consultants and contractors and shall coordinate its services with those services provided by the Owner and the Owner's consultants and contractors. The Program Manager shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants and contractors except to the extent Program Manager knew or should have known such information was incomplete or in error. The Program Manager shall provide prompt written notice to the Owner if the Program Manager becomes aware of any error, omission, or inconsistency in such services or information. The Program Manager shall not be held responsible by the Owner for the Owner's consultants' or contractors' work services, conduct or finished product except to the extent of a Loss caused by the negligence or breach of the contract by the Program Manager.

§ 2.7 The Program Manager represents and warrants to Owner as follows with respect to the Program Manager, its consultants and their principals and employees:

.1 Any and all entities of which the Program Manager is comprised are financially solvent, can pay all bills owed when due and has the financial resources to perform all services required of it by this Agreement;

.2 The Program Manager and its consultants have and will maintain throughout the performance of this Agreement all registrations and licenses necessary to perform its services under this Agreement;

.3 All professionals providing services on this Project or under this Agreement for Program Manager have all licenses and registrations required by law and regulation;

.4 No promise, agreement, representation, inducement or condition that is not stated in this Agreement has been made to Program Manager by Owner or anyone acting on Owner's behalf in executing this Agreement;

.5 The Program Manager is duly authorized to enter into this Agreement;

.6 The person or persons executing this Agreement have been duly authorized to so act by the party which the person or persons sign;

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.7 The Program Manager will perform all services under this Agreement and for the Project in the best interests of Owner;

.8 The Program Manager will at all times while performing any obligations under this Agreement cause all Program Manager Parties (defined in 7.1.3.1.5) to comply with the Ethical Standards.

The Program Manager acknowledges and agrees that the Owner is relying upon these representations and warranties and would not have entered into this Agreement if any were false.

§ 2.8 Ethical Standards. The Program Manager acknowledges the following Ethical Standards and shall at all times while performing any obligations under this Agreement cause all Program Manager Parties (defined in 7.1.3.1.5) to comply with and not breach any applicable Ethical Standards including, without limitation, the following:

§ 2.8.1 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 Owner, or for any elected official, department head or employee or former elected official, department head or employee of the Owner, 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 Owner.

§ 2.8.2 It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of Program Manager or a consultant under a contract to the Program Manager or higher tier consultant for any contractor for the Owner, or any person associated therewith, as an inducement for the award of a subcontract or order.

§ 2.8.3 No public official shall have an interest in this Agreement except in accordance with Chapter 171 of the Texas Local Government Code.

§ 2.8.4 Except as permitted under this Agreement, no Program Manager Parties (defined in 7.1.3.1.5) shall engage in private communication with a member of the Hidalgo County Commissioners Court or department heads regarding any procurement of goods or services by the Owner. Any such private communications shall not binding on the parties to this Agreement. 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 Program Manager Party participating outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee or negotiation, which has been specifically authorized by the governing body.

§ 2.9 Insurance. The Program Manager shall maintain insurance for the duration of this Agreement and thereafter as required by Exhibit B, Owner’s Insurance Requirements of Program Manager.

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ARTICLE 3 SCOPE OF PROGRAM MANAGER'S BASIC SERVICES

The Scope of Program Manager's services is stated in Exhibit C. The Scope of Services described in Exhibit C includes the services the Program Manager will provide for the Project, which includes those specific services reasonably inferable from the descriptions of services in Exhibit C. The Program Manager represents and warrants to the Owner that the Scope of Services in Exhibit C includes all the program management services that, in the opinion of the Program Manager, are necessary for the successful delivery of the Project without the necessity of providing any Additional Services, based on the § 1.3 Project Information on the Effective Date. The Owner may, in addition to obtaining Additional Services, reduce the Scope of Program Manager's services in Owner's sole discretion, with a commensurate reduction in compensation and adjustment to the Project Schedule. The Program Manager shall continue providing its services through final completion and acceptance of the Project by Owner and any commissioning or other services to be provided by or through the Program Manager included in Exhibit C and through any Additional Services, except to the extent such services are terminated by Owner.

ARTICLE 4

§ 4.1 Additional Services may be required for the Project. Additional Services will be authorized only through individual written Work Authorizations duly approved and issued by the Owner. No Additional Services have been authorized as of the Effective Date of this Agreement.

§ 4.2 Additional Services may be provided after execution of this Agreement without invalidating this Agreement. Except for services required due to the fault of the Program Manager, any Additional Services provided in accordance with this Article 4 shall entitle the Program Manager to compensation pursuant to Article 10, provided that Program Manager obtained a duly approved written Work Authorization to provide such Additional Services. Absent the written Work Authorization being duly approved and issued, no additional compensation shall be paid. The Owner may, in addition to obtaining Additional Services, reduce the scope of Program Manager's services in any Work Authorization in Owner's sole discretion, with a commensurate reduction in compensation and adjustment to the Project Schedule.

§ 4.3 The following table is not used.

Services	Responsibility *(Program Manager, Owner or not provided)*	Location of Service Description *(Section 4.4 below or in an exhibit attached to this document and identified below)*
N/A	N/A	N/A

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide and update information regarding requirements for, and limitations on, the Project in a timely manner, including the information in Article 1; information pertaining to other objectives, schedule constraints and criteria, and site requirements; and any other information either described in Article 5 required for the Program Manager to perform its services.

§ 5.2 The Owner shall collaborate with the Program Manager to establish and periodically update the Project Budget including (1) the Program Manager's costs, (2) design and constructions costs, (3) the Owner's other costs, and (4) reasonable contingencies related to all of these costs. The Owner shall promptly notify the Program Manager if the Owner if significantly increases or decreases the Project Budget.

§ 5.3 The Owner shall retain all contractors and consultants necessary to carry out the Project except for any consultants retained by the Program Manager as listed in Section 1.4.2, if any. The Owner shall provide the Program Manager with a copy of all executed agreements between the Owner and its consultants and contractors, and any modifications to those agreements. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided, and require that its contractors maintain commercial general liability insurance and other liability insurance as appropriate to the services or work provided.

§ 5.4 The Owner shall identify a representative(s) authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Program Manager's services. The Program Manager acknowledges, however, that the Owner is a public body, and as a result, must obtain information and approvals from many varied sources to be able

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to respond, which could cause Project delays without adequate planning. It is the Program Manager's duty in its planning for obtaining information from the Owner to plan and build into the Project Schedule adequate time to accommodate obtaining Owner's decisions and information.

§ 5.5 The Owner shall furnish surveys to describe the physical characteristics, legal limitations, utility locations and written legal description of the Project site. The survey and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to an appropriate benchmark.

§ 5.6 The Owner shall furnish services of a geotechnical engineer, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests, and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall furnish tests, inspections, and reports required by law or the Project, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for Owner's benefit for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide, and shall require that its consultants and contractors provide, prompt written notice to the Program Manager if they become aware of any fault or defect in the Project, including errors, omissions or inconsistencies in any documents produced by, or services provided by, the Program Manager.

§ 5.10 In the agreements between the Owner and the Owner's consultants or contractors, the Owner shall include a duty that the consultant or contractor cooperate with the Program Manager and provide information and documents reasonably necessary for the Program Manager to prepare and update the Project Management Plan or as otherwise required for the Program Manager to perform its services.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Program Manager's consultants, if any, through the Program Manager about matters arising out of or relating to the Project. The Owner shall communicate with its own forces, consultants, and contractors, and coordinate its own internal information and communications that are necessary for the Project. The Owner shall endeavor to notify the Program Manager of material communication that affects the Project. The Owner shall promptly notify the Program Manager of material, direct communications that may affect the Program Manager's services.

§ 5.12 The Owner shall provide the Program Manager access to the Project site and other facilities under the Owner's control and associated with the Project. The Owner shall obligate its contractors to provide the Program Manager access to the Project site wherever Work is in preparation or progress.

§ 5.13 The Owner shall purchase and maintain, or require its contractors to purchase and maintain, property insurance written on a builder's risk "broad form" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Program Manager assigns to the Owner at the time of creation its rights, including copyright, in its Instruments of Service and all deliverables created for the Project. The Program Manager shall obtain a similar assignment to the Owner from the Program Manager's consultants consistent with this Agreement. For purposes of this Agreement, Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Program Manager, the Owner, and their consultants and contractors under their respective services agreements. Instruments of Service may include, without

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limitation, charts, plans, spreadsheets, tables, control tools, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 6.2 The Program Manager and Owner warrant that in transmitting any information, including Instruments of Service, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 6.3 The Owner shall have exclusive ownership of all data in the Information Management System and the Project Management Plan and similar management tools developed or contributed by the Program Manager or the Program Manager's consultants and contractors. Ownership of the data in the Information Management System and the Project Management Plan and similar management tools does not include ownership of any proprietary software developed and owned by the Program Manager and used in connection with the collection, manipulation, or publication of the data in the Information Management System and the Project Management Plan and similar management tools. The Program Manager shall take all steps reasonably necessary to allow the Owner to exercise the Owner's rights to own and utilize the data in the Information Management System and the Project Management Plan and similar management tools after termination of the Owner's rights to use any proprietary software. The Program Manager shall include provisions consistent with the provisions in this Section 6.3 in the Program Manager's agreements with the Program Manager's consultants. Ownership of data obtained from, or compiled, developed or contributed by, the Owner's consultants or contractors will be controlled by the terms of the Owner's agreements with those consultants or contractors.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Program Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other, arising out of or related to this Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Agreement, within the period specified by applicable law.

§ 7.1.2 To the extent damages are covered and paid by property insurance required under Section 5.13, the Owner and Program Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Section 5.13. The Owner or the Program Manager, as appropriate, shall require of their contractors, consultants, and agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 Waivers and Indemnities

§ 7.1.3.1 Definitions

.1 "Claims": any and all claims, demand, causes of action and claims for Loss brought, alleged or asserted through any direct claim, cross-claim, counterclaim or claim for contribution or indemnity that arise, in whole or in part, in connection with this Agreement, its performance or interpretation or with respect to the Project or services this Agreement describes;

.2 "Defend": provide a competent legal defense to the Owner Parties with legal counsel and experts reasonably acceptable to Owner at no cost to any Owner Parties;

.3 "Loss": any and all actual and alleged loss, costs and damages of any nature including, without limitation, actual, special and consequential damages, vicarious liability, personal injury, death, property damage including loss of use thereof, and economic loss, and any expense including, without limitation, reasonable attorney's and experts' fees and all costs of litigation and defense;

.4 "Owner Parties": the Owner and its County Judge, Commissioners, Commissioners' Court, its present and former officials and employees, and regardless of whether employed by the Owner, its agents and representatives;

.5 "Program Manager Parties": the Program Manager, all entities that comprise Program Manager if more than one, and their parents, affiliates, subsidiaries, officers, directors, members, managers, partners, joint venturers, consultants, present and former employees, and regardless of whether employed by the Program Manager, its agents and representatives;

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§ 7.1.3.2 General Indemnity The Program Manager shall to the fullest extent permitted by law indemnify and hold harmless the Owner Parties from and against all Loss and Claims Loss to the extent such Loss is caused by the negligent acts or omissions, negligent misrepresentation, breach of contract or breach of any other legal duty of any Program Manager Parties.

§ 7.1.3.3 Indemnity for Employee Injury Claims **THE PROGRAM MANAGER SHALL TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW DEFEND, INDEMNIFY AND HOLD HARMLESS ALL OWNER PARTIES FROM AND AGAINST ALL CLAIMS AGAINST ANY OWNER PARTIES FOR THE PERSONAL INJURY OR ALLEGED PERSONAL INJURY OR DEATH, AT THE PROJECT SITE OR IN CONNECTION WITH THE PROJECT, OF AN EMPLOYEE OF ANY PROGRAM MANAGER PARTIES OF ANY TIER, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, BROUGHT BY, THROUGH OR UNDER SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (REFERRED TO HEREIN AS AN "EMPLOYEE INJURY CLAIM"), REGARDLESS OF WHETHER ANY SUCH CLAIMS ARE CAUSED, OR ARE ALLEGED TO BE CAUSED, BY ANY NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF ANY OTHER DUTY OR OBLIGATION OF ANY OWNER PARTIES INDEMNIFIED, DEFENDED OR HELD HARMLESS. THESE OBLIGATIONS SHALL NOT BE LIMITED BY ANY INSURANCE PROVISIONS OR BENEFITS PAYABLE UNDER ANY EMPLOYEE BENEFITS INCLUDING, WITHOUT LIMITATION, WORKERS' COMPENSATION OR DISABILITY ACTS.**

§ 7.1.3.4 The parties intend that all provisions of 7.1.3 shall be enforced the fullest extent permitted by Chapter 151 of the Texas Insurance Code. These indemnity and waiver obligations shall survive termination or expiration of this Agreement.

§ 7.2 Dispute Resolution

§ 7.2.1 Subject to any mediation the parties agree to participate in as set forth in this Agreement, all disputes arising between the Program Manager and Owner shall be resolved by a jury trial in a State District Court located in Hidalgo County, Texas. The Program Manager agrees to cooperate with and assist Owner in any disputes to which Program Manager is not a party between Owner and its consultants, contractors or others concerning or related to any aspect of the Project.

§ 7.2.2 The Program Manager shall pay Owner's reasonable attorneys' and experts' fees and all costs of litigation and defense to the extent Owner prevails on any claim for breach of contract or in *quantum meruit*. The Owner shall pay Program Manager's reasonable attorneys' and experts' fees and all costs of litigation and defense to the extent Program Manager prevails on any claim for breach of contract or in *quantum meruit*.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails without cause to make payments to the Program Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Program Manager's option, cause for suspension of performance of services under this Agreement. If the Program Manager elects to suspend services, the Program Manager shall give thirty days' written notice to the Owner and opportunity to cure before suspending services. In the event of a suspension of services, the Program Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Program Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Program Manager's services.

§ 8.2 If the Owner suspends the Project, the Program Manager shall be compensated for services properly performed prior to notice of such suspension. When the Project is resumed, the Program Manager shall be compensated for expenses found caused by the interruption and resumption of the Program Manager's services.

§ 8.3 If the Owner suspends the Project for more than 90 consecutive days or 180 cumulative days for reasons other than the fault of the Program Manager, the Program Manager may terminate this Agreement by giving not less than thirty days' written notice.

§ 8.4 Either party may terminate this Agreement upon not less than thirty days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 8.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Program Manager for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Program Manager, the Program Manager shall be compensated for services properly performed prior to termination then due.

§ 8.7 The parties' rights and remedies that continue after performance shall survive the termination of this Agreement including, without limitation, Owner's rights under 2.9, Article 6 and Article 7.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by Texas law. Exclusive venue for any disputes shall by in a State District Court in Hidalgo County, Texas.

§ 9.2 The Owner and Program Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Program Manager shall not assign this Agreement without the written consent of the Owner.

§ 9.3 If the Owner requests the Program Manager to execute certificates, the proposed language of such certificates shall be submitted to the Program Manager for review at least 14 days prior to the requested dates of execution. The Program Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Program Manager.

§ 9.5 Unless otherwise required in this Agreement, the Program Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 The Program Manager shall have the right to include photographs of the Project among the Program Manager's promotional and professional materials. The Program Manager shall be given reasonable access to the Project to take photographs. However, the Program Manager's materials shall not include the Owner's confidential or privileged information.

§ 9.7 Program Manager shall keep according to GAAP full and detailed records pertaining to services that it is required to perform and shall, without cost, furnish a copy of such records to Owner upon request. Program Manager shall exercise such controls as may be necessary for proper financial management under this Agreement, which shall be reasonably acceptable to Owner and sufficient to substantiate all costs incurred. Owner and Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, Program Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, Consultant's agreements, consultant agreements, proposals, purchase orders, vouchers, memoranda and other data relating to this Agreement. In the event that any audit reveals an error or discrepancy of any nature whatsoever, such error or discrepancy will be corrected promptly, and any moneys owing and due Owner will be paid promptly. Program Manager shall not charge Owner for any costs incurred by Program Manager while assisting Owner with audits performed pursuant to this Agreement. If the audit reveals that Program Manager has overstated any cost to Owner by more than three percent (3%) of the cost of construction, and/or if Program Manager is delinquent in furnishing any records or reports required under this § 9.7, and Owner shall have chosen to have an audit and accounting made of Program Manager's financial records, then Program Manager shall pay the cost of such audit and accounting. Program Manager shall be found delinquent in furnishing records, if, after the 14th day after the Owner requests the records or reports the Program Manger fails to provide the requested records or reports. Program Manager shall preserve these records for a period of five years after final payment, and for so long thereafter as there may remain any unresolved questions or disputes regarding any item or for such longer period as may be required by law.

§ 9.8 In the event any one or more provisions of this Agreement, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of this Agreement or

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the application of such provisions to other persons or circumstances, and the balance of this Agreement shall be enforced to the greatest extent permitted by law.

§ 9.9 Notices
§ 9.9.1 Written notice if to Program Manager shall be deemed to have been duly served when delivered in to a manager or officer of the firm or entity; or if sent by certified mail (return receipt requested) the date shown received.

§ 9.9.2 Written notice if to Owner shall be deemed to have been duly served when delivered in person on, or if by certified mail (return receipt requested) upon Owner's receipt by, the person(s) designated in 1.4.3.

§ 9.10 The parties agree not to solicit or hire employees of the other who are involved with the Project prior to one year after completion of the Project.

§ 9.11 The failure of Owner to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance or any other term, covenant, condition or right.

§ 9.12 Claims, disputes, or other matters in controversy arising out of or related to the Contract may by agreement of the parties be mediated prior to resolution by jury trial in a state district court in Hidalgo County, Texas. A request for mediation shall be made in writing and, delivered to the other party to the Contract.

ARTICLE 10 COMPENSATION
§ 10.1 For the Program Manager's Basic Services described under Article 3, the Owner shall compensate the Program Manager as follows:
(Insert amount of, or basis for, compensation, including stipulated sums, hourly or monthly billing rates, direct salary expense plus multiple, or monthly fee.)

«Four Million Five Hundred Thousand and No/100 Dollars ($4,500,000.00) »

§ 10.2 The hourly labor cost rates and billing rates for services of the Program Manager and the Program Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Program Manager's and Program Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«N/A »

Employee or Category	Rate

§ 10.3 For any Additional Services designated in Sections 4.1, 4.2, or 4.3 approved in advance in writing, the Owner shall compensate the Program Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«N/A »

§ 10.4 For any Additional Services that may arise during the course of the Project, including those under Article 4 that are duly approved in advance in writing, the Owner shall compensate the Program Manager as follows:
(Insert amount of, or basis for, compensation.)

«On a lump sum basis agreed by the parties. »

§ 10.5 Compensation for Additional Services of the Program Manager's consultants, if any, duly approved in advance in writing when not included in Section 10.4 shall be the amount invoiced to the Program Manager plus «zero » percent («0 » %), or as otherwise stated below:

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« »

§ 10.6 Intentionally Deleted

§ 10.7 Compensation for Use of Program Manager's Proprietary Software

If the Owner terminates the Program Manager for its convenience under Section 8.5, or the Program Manager terminates this Agreement under Section 8.3, or upon completion of the Program Manager's services under this Agreement, the Owner shall pay a licensing fee, as compensation for the Owner's continued use of the Program Manager's proprietary software developed and owned by the Program Manager, if any, in accordance with Section 6.3, as follows:

« »

§ 10.8 Payments to the Program Manager

§ 10.8.1 An initial payment of «zero dollars » ($ «0.00 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 10.8.2 Payments for services shall be made monthly according to Exhibit D, less a one percent (1%) retainage. Program Manager shall submit a detailed monthly report, as described in Exhibit C Scope of Services, with each invoice describing the services performed during the invoice period. No payment shall be made to the extent of Program Manager's services were faulty or the subject of a dispute. The portion of invoices not in question and that have been duly approved shall be paid.

§ 10.8.3 The Owner shall not withhold amounts from the Program Manager's compensation to impose a penalty or liquidated damages on the Program Manager, or to offset sums requested by or paid to contractors or other consultants for the cost of changes to the Project, unless the Program Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 10.8.4 Final Payment to the Program Manager, including retainage held by Owner, shall not be made until after the Project is completed and accepted by Owner and all work products and supporting documents are delivered to the Owner, and this Agreement is otherwise fully performed by the Project Manager, per Article 3. The acceptance by the Program Manager of final payment upon the completion of its services under this Agreement, or of any final payment due upon any earlier termination of this Agreement, shall constitute a full and complete release of the Owner from any claims, demands and causes of action of any nature whatsoever that the Project Manager may have against the Owner in connection with this Agreement, except for claims, demands, or causes of action previously made known to the Owner in writing. The making of partial payments or of any such final payment by the Owner to the Program Manager shall not constitute an acceptance of the services and/or work product of the Program Manager or a release of the Project Manager from any claims, demands or causes of action that the Owner may, now or at any time, hereafter, have against the Program Manager.

§ 10.8.5 In the event that, during any term hereof, the Commissioners Court of Owner does not appropriate sufficient funds to meet the obligations of Owner under this Agreement, Owner may terminate this Agreement upon sixty (60) days written notice to Program Manager. Owner agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

«None. »

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ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Program Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Program Manager.

§ 12.2 This Agreement is comprised of the following documents listed below, and the Exhibits are incorporated herein by reference as if set forth at length. The documents comprising the Agreement are complementary, and that which is required by one shall be required by all. In the event of a direct conflict between the terms of this AIA Document C172-2014 and any Exhibit, the former shall prevail with respect to the directly conflicting term.

.1 AIA Document C172™–2014, Standard Form Agreement Between Owner and Program Manager for use on a Single Project

.2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A - Request for Qualifications
Exhibit B - Program Manager's Insurance Requirements
Exhibit C - Scope of Services
Exhibit D – Payment Schedule

This Agreement is entered into as of the day and year first written above.

OWNER	PROGRAM MANAGER *(Signature)*
County of Hidalgo, Texas	**Jacobs Project Management Co.**« »« »
	(Printed name and title)

DRAFT

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AI-60675 **Purchasing Department** **25. A. 2.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of the sixty (60) day grace period extension [as provided under E-16-311-08-09] with Martin & Margarita Pena dba Delta Specialties Signs & Supply for the provision of "Traffic Road Signs & Other Related Miscellaneous Equipment" under the same rates, terms and conditions, so as to have no lapse in services while the procurement is completed and subject to compliance with HC 1295 if and when required.

B. Requesting approval to reject bids received for project titled: " Traffic Road Signs & Other Related Miscellaneous Equipment" through project RFB 2017-062-05-10-YZV so as to proceed to modify specifications and/or requirements;

C. Requesting authority to advertise with approval of "Draft RFB procurement packet (i.e., legal notice, specifications - requirements, draft requirements agreements etc.,) as attached hereto for: Hidalgo County-All funding sources) for: "Traffic Road Signs & Other Related Miscellaneous Equipment" - RFB 2017-207-08-16-YZV including the re-advertising of project if/when still necessary and/or required.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** obj. 610 countywide

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

BUDGETARY IMPACT:

Object Code: 610 (General Supplies); refer to expense report as of 7-18-17 for funding availability.

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

PO #754521 for The Monitor for advertising expense.

Attachments

Signed Extension

HB-1295 Forms

DRAFT-RFB Packet
Obj. 610 Exp. Report
ins

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/18/2017 09:18 AM
Budget & Management	Veronica Ortiz	07/18/2017 10:15 AM
Ivan Cantu	Ivan Cantu	07/18/2017 03:56 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Yolanda Velasquez Started On: 07/12/2017 10:16 AM

Final Approval Date: 07/21/2017

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 13, 2017

Delta Specialties, Signs & Supply
Attn. Martin Peña
10205 E. Hwy 107
Edinburg, Texas 78542

via email: Maggie@deltasignsupply.com

Re: Sixty (60) Day Extension to Contract #E-16-311-08-09 "Traffic Road Signs & Other Misc. Equipment"

Dear Sir or Madam:

Commissioners' Court will take applicable action on **(Tuesday, July 25th)** in connection with the Hidalgo County's option to exercise the **Sixty (60) Day** grace period as stated in the current contract in place while the procurement process is completed under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than Friday, July 15, 2017 Via email attn: yolanda.velasquez@co.hidalgo.tx.us.

By: Maggie Peña Date: 7-14-17

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

xc: file

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:
2017-236860

Date Filed:
07/14/2017

Date Acknowledged:
07/14/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Delta Speciaties Supply
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.

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.

E-16-311-08-09
Traffic Control Signs and Devices, Plastic & Cast Metal Letters, Plaques

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

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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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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.
E-16-311-08-09
Traffic Control Signs and Devices, Plastic & Cast Metal Letters, Plaques

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

ASHLEY C PENA
Commission # 128802492
My Commission Expires
November 17, 2019

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Maggie Pena
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Maggie Pena, this the 14 day of July, 20 17, to certify which, witness my hand and seal of office.

Ashley C Pena — Ashley C Pena — Notary Public
Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

REQUEST FOR BIDS

HIDALGO COUNTY – (All Funding Sources)
"Traffic Road Signs & Other Related Misc. Equipment"

BID OPENING DATE

August 16, 2017

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT

Project Buyer Contact Information:
Yolanda Velasquez, Buyer III
(956) 318-2626 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES) -"Traffic Road Signs & Other Related Misc. Equipment"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2017-207-08-16-YZV"HIDALGO COUNTY (ALL FUNDING SOURCES) – TRAFFIC ROAD SIGNS & OTHER RELATED MISC.EQUIPMENT"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, AUGUST 16, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO ""HIDALGO COUNTY (ALL FUNDING SOURCES) – TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT"RFB NO.: 2017-207-08-16-YZV"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – (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 18 below).

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the

contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - "HIDALGO COUNTY (ALL FUNDING SOURCES) -RFB NO.: 2017-207-08-16-YZV-TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT"
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	August 16, 2017
Award of Contract	October, 2017
Commence Work or Deliver Products	_____ 2017

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. 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 bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or

public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. 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.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21. 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 E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas

Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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.

22. 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 RFB 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 RFB Project No. (2017-207), 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.*

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted

price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the bid;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all

defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

DRAFT

LEGAL NOTICE

Bid
for
HIDALGO COUNTY (ALL FUNDING SOURCES)
"TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT"
BID NO.: 2017-207-08-16-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT "A"

Specifications/Requirements

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2017-207-08-16-YZV

SCOPE:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

SPECIFICATIONS/REQUIREMENTS:

a) Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

b) All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

c) White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

d) Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.

e) All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.

f) All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

g) Type, dimension and color of signs (new and re-faced), accessories and supplies required are listed in **EXHIBIT "B". BID Prices will be on a unit price basis.**

h) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

i) Vendor shall deliver Standard In Stock Items within _____ working days and Non-Stock Items within _____ working days.

j) Vendor shall provide pricing on all Road Signs, Posts & Misc. Supplies not listed on a percentage-off bidders catalog list prices.

TERMS CONDITIONS:

1) Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation whenever it is in the County's best interest to do so.

2) Hidalgo County reserves the right to award to one (1) or to multiple vendors, if the County determines it is in its best interest to do so.

3) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

4) Term of contract is for a one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms, and conditions.

5) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

6) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

8) Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in:
Insurance Requirements: See Exhibit "C" attached hereto.

9) Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

10) **Vendor will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order.**

11) Vendor(s) must inform user department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

12) INFORMATION TO BIDDERS:

Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on **EXHIBIT "B"-BID PAGE** and contained in this bid packet.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or

extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Further information required for this project can be addressed to, Heidi Ortiz, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and Clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L.
Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us by NO LATER THAN, MONDAY, AUGUST 07, 2017 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, WEDNESDAY, AUGUST 09, 2017 by 5:00 P.M.

REQUIREMENTS AGREEMENT
C-17-207-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____day of_____ _____, **2017** by and between_____.("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Traffic Road Signs & Miscellaneous Equipment"**, as further described in Exhibit "A" the Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's Traffic Road Signs & Miscellaneous Equipment; (the "Products"); and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic & Road Signs & Miscellaneous Equipment,"** in the areas of Hidalgo County projects for a period of one (1) year commencing_____ and ending _____and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is

any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer: Hidalgo County
Attn: County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539

If to Seller:

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.

f. **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.

g. **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.

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Buyer as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Buyer certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

p. **Nondiscrimination:** Seller, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), 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 in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

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

EXECUTED effective as of the day and year first above written.

DRAFT

IHIDALGO COUNTY

By:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT ON:_____.

DRAFT

EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

DRAFT

H.C. Traffic Road Signs & Misc. Equipment
C-17-207-00-00

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-412-00-001-001-0-610	92ND DC-GENERAL SUPPLIES	2,000.00	2,000.00	540.53	393.88	1,065.59	46.72
7-1100-412-00-002-001-0-610	93RD DC-GENERAL SUPPLIES	1,927.00	1,927.00	271.39	657.80	997.81	48.22
7-1100-412-00-003-001-0-610	139TH DC-GENERAL SUPPLIES	2,500.00	2,500.00	92.45	461.19	1,946.36	22.15
7-1100-412-00-004-001-0-610	206TH DC-GENERAL SUPPLIES	4,000.00	4,000.00	.00	1,892.32	2,107.68	47.31
7-1100-412-00-005-001-0-610	275TH DC-GENERAL SUPPLIES	1,200.00	1,700.00	335.40	50.46	1,314.14	22.70
7-1100-412-00-006-001-0-610	332ND DC-GENERAL SUPPLIES	3,089.00	3,089.00	.00	32.46	3,056.54	1.05
7-1100-412-00-007-001-0-610	370TH DC-GENERAL SUPPLIES	2,056.00	1,496.15	424.99	613.90	457.26	69.44
7-1100-412-00-008-001-0-610	389TH DC-GENERAL SUPPLIES	4,150.00	3,150.00	23.99	.01	3,126.00	.76
7-1100-412-00-009-001-0-610	398TH DC-GENERAL SUPPLIES	2,500.00	3,306.22	1,069.89	1,371.96	864.37	73.86
7-1100-412-00-010-001-0-610	430TH DC-GENERAL SUPPLIES	2,800.00	3,300.00	200.00	2,445.56	654.44	80.17
7-1100-412-00-011-001-0-610	449TH DC-GENERAL SUPPLIES	3,656.00	3,656.00	5.00	1,180.29	2,470.71	32.42
7-1100-412-00-021-001-0-610	CCL#1-GENERAL SUPPLIES	1,576.00	2,311.63	1,437.22	487.50	386.91	83.26
7-1100-412-00-022-001-0-610	CCL#2-GENERAL SUPPLIES	579.00	579.00	224.82	.00	354.18	38.83
7-1100-412-00-023-001-0-610	PROBATE CRT-GENERAL SUPPLIES	600.00	600.00	.00	593.14	6.86	98.86
7-1100-412-00-024-001-0-610	CCL#4-GENERAL SUPPLIES	1,000.00	1,100.00	100.00	.00	1,000.00	9.09
7-1100-412-00-025-001-0-610	CCL#5-GENERAL SUPPLIES	2,000.00	2,000.00	153.52	6.48	1,840.00	8.00
7-1100-412-00-026-001-0-610	CCL#6-GENERAL SUPPLIES	3,000.00	3,000.00	1,338.75	624.78	1,036.47	65.45
7-1100-412-00-027-001-0-610	CCL#7-GENERAL SUPPLIES	5,204.00	1,204.00	95.36	232.24	876.40	27.21
7-1100-412-00-028-001-0-610	CCL#8-GENERAL SUPPLIES	7,555.00	5,527.27	88.00	172.27	5,267.00	4.71
7-1100-412-00-032-001-0-610	MASTER CRT II-GENERAL SUPPLIES	800.00	800.00	147.83	.00	652.17	18.48
7-1100-412-00-045-001-0-610	AUXILIARY CRT-GENERAL SUPPLIES	893.00	2,093.00	871.76	356.66	864.58	58.69
7-1100-412-00-055-001-0-610	CHILD PROTECTION CRT-GENERAL SUPPLIES	3,867.00	2,801.32	50.00	.00	2,751.32	1.78
7-1100-412-00-061-001-0-610	JP PCT 1/PL 1-GENERAL SUPPLIES	5,000.00	4,486.00	1,859.97	2,540.18	85.85	98.09
7-1100-412-00-062-001-0-610	JP PCT 1/PL 2-GENERAL SUPPLIES	5,000.00	3,964.00	1,533.95	.00	2,430.05	38.70
7-1100-412-00-063-001-0-610	JP PCT 2/PL 1-GENERAL SUPPLIES	5,000.00	5,000.00	701.46	3,034.00	1,264.54	74.71
7-1100-412-00-064-001-0-610	JP PCT 2/PL 2-GENERAL SUPPLIES	5,000.00	5,000.00	876.90	2,382.75	1,740.35	65.19
7-1100-412-00-065-001-0-610	JP PCT 3/PL 1-GENERAL SUPPLIES	5,000.00	1,713.76	164.09	413.28	1,136.39	33.69
7-1100-412-00-066-001-0-610	JP PCT 3/PL 2-GENERAL SUPPLIES	5,000.00	5,000.00	3,613.18	178.07	1,208.75	75.83

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-412-00-067-001-0-610	JP PCT 4/PL 1-GENERAL SUPPLIES	5,000.00	5,000.00	647.85	660.82	3,691.33	26.17
7-1100-412-00-068-001-0-610	JP PCT 4/PL 2-GENERAL SUPPLIES	5,000.00	2,000.00	378.76	1,216.73	404.51	79.77
7-1100-412-00-070-001-0-610	INDIGENT DEFENSE-GENERAL SUPPLIES	4,000.00	1,013.05	102.11	14.95	895.99	11.56
7-1100-412-00-080-002-0-610	CRIM DA-GENERAL SUPPLIES	85,000.00	63,476.00	22,611.54	31,284.67	9,579.79	84.91
7-1100-412-00-080-013-0-610	DA CIVIL LITIGATION-GENERAL SUPPLIES	3,500.00	846.86	846.86	.00	.00	100.00
7-1100-412-00-090-001-0-610	DIST CLERK-GENERAL SUPPLIES	30,000.00	30,000.00	5,624.38	9,976.29	14,399.33	52.00
7-1100-412-00-200-010-0-610	CC & DC E-FILING-GENERAL SUPPLIES	3,340.00	8,271.10	5.50	.00	8,265.60	.07
7-1100-412-20-080-001-0-610	GRAND JURY-GENERAL SUPPLIES	500.00	400.00	.00	25.42	374.58	6.36
7-1100-412-30-085-003-0-610	PUBLIC DEFENDER-GENERAL SUPPLIES	5,500.00	5,500.00	605.39	2,176.16	2,718.45	50.57
7-1100-413-00-110-006-0-610	CO JUDGE-GENERAL SUPPLIES	3,820.00	2,111.00	827.16	367.10	916.74	56.57
7-1100-413-00-110-077-0-610	PUBLIC AFFAIRS-GENERAL SUPPLIES	5,000.00	4,000.00	1,114.06	2,082.19	803.75	79.91
7-1100-413-00-125-001-0-610	EXECUTIVE OFFICE-GENERAL SUPPLIES	2,582.00	3,857.00	1,383.51	1,479.87	993.62	74.24
7-1100-413-30-125-004-0-610	CO COMM-GENERAL SUPPLIES	.00	1,000.00	.00	.00	1,000.00	.00
7-1100-414-00-130-001-0-610	ELECTIONS DEPT-GENERAL SUPPLIES	79,396.00	173,113.85	40,306.33	123,753.95	9,053.57	94.77
7-1100-415-00-150-002-0-610	BAIL BOND BOARD-GENERAL SUPPLIES	500.00	500.00	48.13	450.76	1.11	99.78
7-1100-415-00-200-001-0-610	INFO TECH DEPT-GENERAL SUPPLIES	7,100.00	4,924.83	714.29	.00	4,210.54	14.50
7-1100-415-00-200-002-0-610	IT COUNTYWIDE-GENERAL SUPPLIES	33,600.00	25,685.86	56.48	1,781.23	23,848.15	7.15
7-1100-415-14-115-001-0-610	DBM-BUDGET DIV-GENERAL SUPPLIES	11,879.00	8,654.12	3,358.80	794.90	4,500.42	48.00
7-1100-415-15-140-001-0-610	TAX OFF-GENERAL SUPPLIES	81,000.00	95,700.00	10,285.93	41,152.96	44,261.11	53.75
7-1100-415-15-140-004-0-610	SCOFFLAW PROG-GENERAL SUPPLIES	10,000.00	9,550.00	.00	54.50	9,495.50	.57
7-1100-415-16-150-001-0-610	CO TREASURER-GENERAL SUPPLIES	14,000.00	7,801.68	2,012.00	4,915.71	873.97	88.80
7-1100-415-18-160-001-0-610	PURCHASING-GENERAL SUPPLIES	20,000.00	17,090.00	1,969.27	5,136.12	9,984.61	41.58
7-1100-415-21-170-001-0-610	CO AUDITOR-GENERAL SUPPLIES	20,939.00	24,205.21	10,277.15	13,363.03	565.03	97.67
7-1100-415-40-180-001-0-610	CO CLERK-GENERAL SUPPLIES	42,000.00	30,473.00	8,202.89	10,266.70	12,003.41	60.61
7-1100-415-40-180-002-0-610	CO CLERK RECORD ARCHIVE-GENERAL SUPPLIES	25,000.00	25,000.00	2,899.71	1,127.94	20,972.35	16.11
7-1100-415-50-125-037-0-610	CIVIL SERVICE-GENERAL SUPPLIES	780.00	1,530.00	457.34	66.40	1,006.26	34.23
7-1100-415-50-190-002-0-610	HUMAN RESOURCES-GENERAL SUPPLIES	13,000.00	10,526.50	1,371.88	4,712.09	4,442.53	57.80

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-419-10-210-001-0-610	PLANNING DEPT-GENERAL SUPPLIES	10,500.00	9,889.33	2,430.02	3,525.11	3,934.20	60.22
7-1100-419-40-220-001-0-610	FACILITIES MGMT-GENERAL SUPPLIES	45,861.00	47,113.62	12,064.82	33,364.48	1,684.32	96.42
7-1100-419-40-220-050-0-610	FACILITIES MGMT CO WIDE-GENERAL SUPPLIES	256,731.00	300,495.90	78,398.47	119,094.80	103,002.63	65.72
7-1100-419-50-125-003-0-610	SAFETY-GENERAL SUPPLIES	10,000.00	10,000.00	1,088.88	1,042.53	7,868.59	21.31
7-1100-419-70-125-036-0-610	ENVIRONMENTAL COMPLIANCE-GENERAL SUPPLIE	.00	99.19	.00	7.50	91.69	7.56
7-1100-421-00-080-003-0-610	AUTOPSIES-GENERAL SUPPLIES	10,000.00	11,779.40	2,963.20	6,989.64	1,826.56	84.49
7-1100-421-00-125-011-0-610	TX DPS-GENERAL SUPPLIES	97.00	97.00	.00	.00	97.00	.00
7-1100-421-00-280-001-0-610	SHERIFF-GENERAL SUPPLIES	600,000.00	592,260.00	148,438.00	182,419.67	261,402.33	55.86
7-1100-421-00-291-001-0-610	CONST PCT1-GENERAL SUPPLIES	25,000.00	20,122.00	2,371.67	9,098.50	8,651.83	57.00
7-1100-421-00-292-001-0-610	CONST PCT2-GENERAL SUPPLIES	35,000.00	26,795.36	2,223.47	13,202.32	11,369.57	57.57
7-1100-421-00-293-001-0-610	CONST PCT3-GENERAL SUPPLIES	25,000.00	25,000.00	661.40	10,651.02	13,687.58	45.25
7-1100-421-00-294-001-0-610	CONST PCT4-GENERAL SUPPLIES	25,000.00	20,113.37	7,721.28	7,677.30	4,714.79	76.56
7-1100-422-10-300-001-0-610	FIRE MARSHAL-GENERAL SUPPLIES	20,000.00	20,000.00	728.81	2,769.12	16,502.07	17.49
7-1100-423-00-320-001-0-610	ADULT PROB-GENERAL SUPPLIES	4,200.00	4,200.00	1,057.31	784.16	2,358.53	43.84
7-1100-423-00-320-014-0-610	DRUG CRT-GENERAL SUPPLIES	3,600.00	3,600.00	290.07	449.85	2,860.08	20.55
7-1100-423-00-320-034-0-610	ALT INCARCERATION PRG-GENERAL SUPPLIES	4,000.00	4,000.00	633.94	1,227.97	2,138.09	46.55
7-1100-423-21-280-002-0-610	JAIL-GENERAL SUPPLIES	775,000.00	765,068.00	177,990.85	370,129.22	216,947.93	71.64
7-1100-423-70-330-001-0-610	JUVENILE CI-GENERAL SUPPLIES	15,000.00	10,588.03	2,121.00	2,709.41	5,757.62	45.62
7-1100-423-71-330-001-0-610	JUVENILE DS-GENERAL SUPPLIES	15,000.00	20,411.97	5,628.74	14,084.22	699.01	96.58
7-1100-423-78-330-001-0-610	JUVENILE PAS-GENERAL SUPPLIES	500.00	11,757.18	7,637.79	3,330.46	788.93	93.29
7-1100-423-78-330-028-0-610	JUV BOOT CAMP PAS-GENERAL SUPPLIES	50,000.00	56,800.00	37,479.23	17,848.61	1,472.16	97.41
7-1100-423-79-330-001-0-610	JUVENILE DET PRE-GENERAL SUPPLIES	100,000.00	100,000.00	43,734.37	31,481.14	24,784.49	75.22
7-1100-429-00-110-075-0-610	EMERGENCY MGMT-GENERAL SUPPLIES	10,000.00	17,900.00	9,522.87	6,577.58	1,799.55	89.95
7-1100-432-00-121-001-0-610	PCT1 SANITATION-GENERAL SUPPLIES	75,000.00	89,730.00	22,388.33	59,587.69	7,753.98	91.36
7-1100-432-00-122-001-0-610	PCT2 SANITATION-GENERAL SUPPLIES	45,000.00	44,120.47	11,078.54	21,505.18	11,536.75	73.85
7-1100-432-00-123-001-0-610	PCT3 SANITATION-GENERAL SUPPLIES	125,000.00	125,000.00	20,909.59	55,575.40	48,515.01	61.19
7-1100-432-00-124-001-0-610	PCT4 SANITATION-GENERAL SUPPLIES	75,384.00	47,407.21	7,020.21	18,988.22	21,398.78	54.86

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-432-70-125-039-0-610	NUISANCE ABATEMENT PRG-GENERAL SUPPL	2,000.00	2,968.81	637.31	2,246.81	84.69	97.15
7-1100-441-00-340-001-0-610	HEALTH ADM-GENERAL SUPPLIES	30,000.00	28,580.00	2,622.84	14,725.50	11,231.66	60.70
7-1100-441-00-340-003-0-610	HEALTH CLINICS-GENERAL SUPPLIES	75,000.00	56,875.00	2,008.30	31,719.54	23,147.16	59.30
7-1100-441-00-350-003-0-610	WIC INELIGIBLE COSTS-GENERAL SUPPLIES	114.00	114.00	.00	60.00	54.00	52.63
7-1100-444-00-240-001-0-610	HUMAN SERVICES-GENERAL SUPPLIES	10,000.00	10,000.00	100.00	3,433.09	6,466.91	35.33
7-1100-444-00-240-005-0-610	1115 WAIVER DSRIP-GENERAL SUPPLIES	.00	75,000.00	.00	1,316.49	73,683.51	1.76
7-1100-444-00-370-001-0-610	VETERANS SRV-GENERAL SUPPLIES	6,000.00	5,200.00	775.74	1,666.01	2,758.25	46.96
7-1100-451-10-125-020-0-610	HISTORICAL COMM-GENERAL SUPPLIES	359.00	359.00	.00	.00	359.00	.00
7-1100-452-00-121-013-0-610	PCT1 PARKS-GENERAL SUPPLIES	50,000.00	29,500.00	12,306.25	16,584.82	608.93	97.94
7-1100-452-00-122-008-0-610	PCT2 PARKS-GENERAL SUPPLIES	55,000.00	36,659.52	4,815.31	13,294.79	18,549.42	49.40
7-1100-452-00-123-008-0-610	PCT3 PARKS-GENERAL SUPPLIES	55,000.00	69,375.11	11,482.75	14,447.70	43,444.66	37.38
7-1100-452-00-124-009-0-610	PCT4 PARKS-GENERAL SUPPLIES	31,146.00	19,948.03	1,362.97	8,073.30	10,511.76	47.30
7-1100-461-00-380-001-0-610	TX AGRILIFE EXT-GENERAL SUPPLIES	15,000.00	15,000.00	123.05	5,501.63	9,375.32	37.50
7-1100-465-10-110-081-0-610	ECONOMIC DEVELOPMENT-GENERAL SUPPLIES	.00	2,500.00	295.20	323.34	1,881.46	24.74
7-1100-466-00-121-050-0-610	PCT1 CRC-GENERAL SUPPLIES	1,420.00	1,320.00	.00	414.64	905.36	31.41
7-1100-466-00-122-018-0-610	PCT2 CRC SAN JUAN-GENERAL SUPPLIES	2,850.00	2,817.00	557.95	540.53	1,718.52	38.99
7-1100-466-00-122-082-0-610	PCT2 CRC-ALAMO-GENERAL SUPPLIES	5,075.00	5,075.00	1,213.35	2,262.29	1,599.36	68.49
7-1100-466-00-124-077-0-610	PCT4 CRC-GENERAL SUPPLIES	3,204.00	3,204.00	2,067.45	453.69	682.86	78.69
7-1100-466-00-124-186-0-610	PCT4 CRC-SUNFLOWER-GENERAL SUPPLIES	.00	10,452.12	127.92	.00	10,324.20	1.22
1100 GENERAL FUND		**3,302,429.00**	**3,398,830.03**	**779,407.02**	**1,388,166.94**	**1,231,256.07**	**63.77**
1200 ROAD AND BRIDGE							
7-1200-431-00-121-004-0-610	PCT1 ADM-GENERAL SUPPLIES	20,753.00	19,303.00	2,353.61	13,489.79	3,459.60	82.08
7-1200-431-00-121-005-0-610	PCT1 RD MAINT-GENERAL SUPPLIES	.00	511,590.63	160,593.86	317,706.04	33,290.73	93.49
7-1200-431-00-122-004-0-610	CW MECH SHOP-GENERAL SUPPLIES	30,706.00	25,977.29	4,166.14	5,941.60	15,869.55	38.91
7-1200-431-00-122-005-0-610	PCT2 ADM-GENERAL SUPPLIES	30,420.00	25,206.82	5,738.53	13,485.96	5,982.33	76.27
7-1200-431-00-122-006-0-610	PCT2 RD MAINT-GENERAL SUPPLIES	247,050.00	295,809.96	93,481.63	125,971.35	76,356.98	74.19
7-1200-431-00-122-102-0-610	PCT2 MOONLIGHT AVE.-GENERAL SUPPLIES	.00	516.78	516.78	.00	.00	100.00
7-1200-431-00-122-124-0-610	PCT2 ICA PHR RIDGE RD(STWRT-C.CHVEZ)-GEN	.00	8,857.21	8,857.21	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1200 ROAD AND BRIDGE							
7-1200-431-00-122-137-0-610	PCT2 NOLANA LP (C CHVZ-ALAMO RD)-GEN SUP	.00	80,217.60	21,004.82	59,212.78	.00	100.00
7-1200-431-00-122-138-0-610	PCT2 VALLE VISTA RD PRJ-GENERAL SUPPLIES	.00	20,000.00	18,014.50	.00	1,985.50	90.07
7-1200-431-00-123-004-0-610	PCT3 ADM-GENERAL SUPPLIES	15,000.00	15,000.00	305.18	152.41	14,542.41	3.05
7-1200-431-00-123-005-0-610	PCT3 RD MAINT-GENERAL SUPPLIES	301,142.00	307,886.84	105,004.98	194,882.24	7,999.62	97.40
7-1200-431-00-124-005-0-610	PCT4 ADM-GENERAL SUPPLIES	16,222.00	14,455.00	3,558.84	4,541.47	6,354.69	56.04
7-1200-431-00-124-007-0-610	PCT4 RD MAINT-GENERAL SUPPLIES	274,079.00	590,344.19	173,576.90	322,161.06	94,606.23	83.97
7-1200-431-00-124-176-0-610	PCT4 RIO GRNDE CARE(885 LF SEC5)-GEN SUP	.00	4,400.00	.00	4,390.60	9.40	99.79
7-1200-431-00-125-028-0-610	BCAP-GENERAL SUPPLIES	.00	1,000.00	.00	.00	1,000.00	.00
1200 ROAD AND BRIDGE		**935,372.00**	**1,920,565.32**	**597,172.98**	**1,061,935.30**	**261,457.04**	**86.39**
1221 DISTRICT ATTORNEY VEHICLE THEFT							
7-1221-412-00-080-005-0-610	DA VEH THEFT-GENERAL SUPPLIES	.00	31.92	31.92	.00	.00	100.00
1221 DISTRICT ATTORNEY VEHICLE THEFT		**.00**	**31.92**	**31.92**	**.00**	**.00**	**100.00**
1223 DA FORFEITURE FUND-CCP CHAPTER 59							
7-1223-412-00-080-007-0-610	DA CCP59-GENERAL SUPPLIES	15,000.00	16,082.22	3,968.27	1,342.52	10,771.43	33.02
1223 DA FORFEITURE FUND-CCP CHAPTER 59		**15,000.00**	**16,082.22**	**3,968.27**	**1,342.52**	**10,771.43**	**33.02**
1227 SHERIFF FORFEITURE FUND-CCP CHAPTER 59							
7-1227-421-00-280-005-0-610	SHRF INVESTIG HB65-GENERAL SUPPLIES	70,000.00	70,000.00	.00	3,732.20	66,267.80	5.33
1227 SHERIFF FORFEITURE FUND-CCP CHAPTER 59		**70,000.00**	**70,000.00**	**.00**	**3,732.20**	**66,267.80**	**5.33**
1228 SHERIFF FEDERAL SHARING-US TREASURY							
7-1228-421-00-280-006-0-610	SHRF FED SHARING-US TREAS-GENERAL SUPPL	13,000.00	13,000.00	131.72	1,497.14	11,371.14	12.53
1228 SHERIFF FEDERAL SHARING-US TREASURY		**13,000.00**	**13,000.00**	**131.72**	**1,497.14**	**11,371.14**	**12.53**
1229 SHERIFF FEDERAL SHARING-US DEPT OF JUSTI							
7-1229-421-00-280-007-0-610	SHRF FED SHARING-USDJ-GENERAL SUPPLIES	70,000.00	70,000.00	15,690.39	29,174.71	25,134.90	64.09
1229 SHERIFF FEDERAL SHARING-US DEPT OF JUSTI		**70,000.00**	**70,000.00**	**15,690.39**	**29,174.71**	**25,134.90**	**64.09**
1231 CONSTABLE PCT 4 FORFEITURE FUND-CCP CHAP							
7-1231-421-00-294-003-0-610	CONST PCT4 CCP59-GENERAL SUPPLIES	.00	1,110.00	.00	.00	1,110.00	.00
1231 CONSTABLE PCT 4 FORFEITURE FUND-CCP CHAP		**.00**	**1,110.00**	**.00**	**.00**	**1,110.00**	**.00**
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER							
7-1237-415-40-180-003-0-610	CC REC MGMT-GENERAL SUPPLIES	3,000.00	3,000.00	153.84	501.86	2,344.30	21.86
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER		**3,000.00**	**3,000.00**	**153.84**	**501.86**	**2,344.30**	**21.86**
1238 COUNTY RECORDS MANAGEMENT & PRESERVATION							
7-1238-415-40-180-004-0-610	COUNTY REC MGMT-GENERAL SUPPLIES	1,700.00	1,700.00	.00	.00	1,700.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1238 COUNTY RECORDS MANAGEMENT & PRESERVATION							
1238 COUNTY RECORDS MANAGEMENT & PRESERVATION		**1,700.00**	**1,700.00**	**.00**	**.00**	**1,700.00**	**.00**
1241 COURTHOUSE SECURITY							
7-1241-421-23-125-032-0-610	COURTHOUSE SECURITY-GENERAL SUPPLIES	.00	2,000.00	680.40	117.60	1,202.00	39.90
1241 COURTHOUSE SECURITY		**.00**	**2,000.00**	**680.40**	**117.60**	**1,202.00**	**39.90**
1242 JUSTICE COURT TECHNOLOGY							
7-1242-412-00-060-001-0-610	JUSTICE CRT TECH-GENERAL SUPPLIES	6,500.00	26,260.46	20,875.28	4,981.41	403.77	98.46
1242 JUSTICE COURT TECHNOLOGY		**6,500.00**	**26,260.46**	**20,875.28**	**4,981.41**	**403.77**	**98.46**
1243 PROBATE COURT CONTRIBUTIONS							
7-1243-412-00-023-002-0-610	PROBATE CRT-GENERAL SUPPLIES	.00	2,000.00	581.00	789.89	629.11	68.54
1243 PROBATE COURT CONTRIBUTIONS		**.00**	**2,000.00**	**581.00**	**789.89**	**629.11**	**68.54**
1245 JUSTICE COURT BUILDING SECURITY							
7-1245-412-00-060-002-0-610	JUSTICE CRT BLDG SEC-GENERAL SUPPLIES	25,000.00	25,000.00	98.00	.00	24,902.00	.39
1245 JUSTICE COURT BUILDING SECURITY		**25,000.00**	**25,000.00**	**98.00**	**.00**	**24,902.00**	**.39**
1247 LAW LIBRARY							
7-1247-412-50-100-001-0-610	LAW LIBRARY-GENERAL SUPPLIES	4,300.00	4,300.00	9.80	1,051.61	3,238.59	24.68
1247 LAW LIBRARY		**4,300.00**	**4,300.00**	**9.80**	**1,051.61**	**3,238.59**	**24.68**
1252 HIDTA FEDERAL SHARING-US TREASURY							
7-1252-412-00-270-012-0-610	HIDTA FED SHRG-US TREAS-GENERAL SUPPLIES	55,000.00	57,776.32	6,913.50	4,742.57	46,120.25	20.17
1252 HIDTA FEDERAL SHARING-US TREASURY		**55,000.00**	**57,776.32**	**6,913.50**	**4,742.57**	**46,120.25**	**20.17**
1254 HIDTA FEDERAL SHARING-US DEPT OF JUSTICE							
7-1254-412-00-270-014-0-610	HIDTA FED SHRG-USDJ-GENERAL SUPPLIES	.00	30,000.00	.00	.00	30,000.00	.00
1254 HIDTA FEDERAL SHARING-US DEPT OF JUSTICE		**.00**	**30,000.00**	**.00**	**.00**	**30,000.00**	**.00**
1256 DA FEDERAL SHARING-US DEPT OF JUSTICE							
7-1256-412-00-080-014-0-610	DA FED SHRG-USDJ-GENERAL SUPPLIES	10,000.00	13,695.74	1,335.32	3,722.36	8,638.06	36.93
1256 DA FEDERAL SHARING-US DEPT OF JUSTICE		**10,000.00**	**13,695.74**	**1,335.32**	**3,722.36**	**8,638.06**	**36.93**
1261 CONST PCT3 FED SHRG-DOJ							
7-1261-421-00-293-017-0-610	CONST PCT3 FED SHRG-DOJ-GENERAL SUPPLIES	.00	7,698.08	.00	.00	7,698.08	.00
1261 CONST PCT3 FED SHRG-DOJ		**.00**	**7,698.08**	**.00**	**.00**	**7,698.08**	**.00**
1280 DESIGNATED PURPOSE GRANTS LVL 0							
7-1280-431-00-121-803-5-610	PCT1-01362-ENGLEMEN-GENERAL SUPP	.00	20,542.91	.00	.00	20,542.91	.00
7-1280-431-00-121-946-1-610	PCT1-43-0630-SANTA MARIA RD-GENERAL SUPP	.00	383.01	.00	.00	383.01	.00
7-1280-431-00-121-947-1-610	PCT1-43-0631-VILLA DRIVE-GENERAL SUPPL	.00	25,290.82	.00	.00	25,290.82	.00
7-1280-431-00-121-948-1-610	PCT1-43-0634-MILE 1 W (1)-GENERAL SUPPL	.00	6,389.10	.00	.00	6,389.10	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
7-1280-431-00-121-949-1-610	PCT1-43-0636-SAN RAFAEL-GENERAL SUPPLIES	.00	39,232.32	.00	.00	39,232.32	.00
7-1280-431-00-121-951-0-610	PCT1-37-0590-CR MILE 15½ E-GENERAL SUPPL	.00	27.98	.00	.00	27.98	.00
7-1280-431-00-121-952-0-610	PCT1-37-0602-CR MILE 19 RD-GENERAL SUPPL	.00	1,218.68	.00	.00	1,218.68	.00
7-1280-431-00-121-953-0-610	PCT1-38-0599-RANCHO TOLUCA RD-GENERAL	.00	39.66	.00	.00	39.66	.00
7-1280-431-00-121-954-0-610	PCT1-39-0600-CR MILE 5½ RD-GENERAL SUPPL	.00	374.33	.00	.00	374.33	.00
7-1280-431-00-121-955-0-610	PCT1-39-0601-CR MILE 7 RD-GENERAL SUPPL	.00	11.14	.00	.00	11.14	.00
7-1280-431-00-121-956-0-610	PCT1-40-0615-CR 2812-GENERAL SUPPLIES	.00	415.17	.00	.00	415.17	.00
7-1280-431-00-121-957-0-610	PCT1-40-0717-CR MILE 14 RD-GENERAL SUPPL	.00	3,500.17	.00	.00	3,500.17	.00
7-1280-431-00-121-958-0-610	PCT1-40-0718-CR MILE 12½ E-GENERAL SUPPL	.00	5,089.57	.00	.00	5,089.57	.00
7-1280-431-00-121-959-0-610	PCT1-40-0721-CR MILE 15 RD-GENERAL SUPPL	.00	440.22	.00	.00	440.22	.00
7-1280-431-00-121-961-0-610	PCT1-48-0656-CR 3350-GENERAL SUPPLIES	.00	1,000.44	.00	.00	1,000.44	.00
7-1280-431-00-121-962-0-610	PCT1-48-0711-CR MILE 3 E-GENERAL SUPPL	.00	202.51	.00	.00	202.51	.00
7-1280-431-00-121-963-0-610	PCT1-49-0709-CR MILE 20 RD-GENERAL SUPPL	.00	99.70	.00	.00	99.70	.00
7-1280-431-00-121-965-0-610	PCT1-53-0659-MARRO RD-GENERAL SUPPLIES	.00	125.17	.00	.00	125.17	.00
7-1280-431-00-121-967-0-610	PCT1-55-0713-CR MILE 1 E-GENERAL SUPPL	.00	48.11	.00	.00	48.11	.00
7-1280-431-00-121-968-0-610	PCT1-56-0696-ENGLEMAN RD-GENERAL SUPPL	.00	88.21	.00	.00	88.21	.00
7-1280-431-00-121-969-0-610	PCT1-63-0710-HILL TOP GARDEN LN-GENERAL	.00	54.82	.00	.00	54.82	.00
7-1280-431-00-121-973-1-610	PCT1-43-0637-MILE 4W (2)-GENERAL SUPPL	.00	9,514.37	.00	.00	9,514.37	.00
7-1280-431-00-121-974-1-610	PCT1-43-0638-MILE 15N & 4W-GENERAL SUPPL	.00	2,681.03	.00	.00	2,681.03	.00
7-1280-431-00-121-975-1-610	PCT1-43-0639-MILE 13N-GENERAL SUPPLIES	.00	3,305.54	.00	.00	3,305.54	.00
7-1280-431-00-121-976-1-610	PCT1-43-0640-MILE 4W (1)-GENERAL SUPPL	.00	25,546.47	.00	.00	25,546.47	.00
7-1280-431-00-121-977-1-610	PCT1-43-0641-MILE 14½N (1)-GENERAL SUPPL	.00	28,295.77	.00	.00	28,295.77	.00
7-1280-431-00-121-978-1-610	PCT1-43-0643-MILE 4½W-GENERAL SUPPLIES	.00	3,028.10	.00	.00	3,028.10	.00
7-1280-431-00-121-979-1-610	PCT1-43-0644-MILE 14½N (2)-GENERAL SUPPL	.00	51,344.38	.00	.00	51,344.38	.00
7-1280-431-00-121-980-1-610	PCT1-44-0647-MILE 15N-GENERAL SUPPLIES	.00	3,139.33	.00	.00	3,139.33	.00
7-1280-431-00-121-981-1-610	PCT1-44-0648-MILE 12N-GENERAL SUPPLIES	.00	57,843.11	.00	.00	57,843.11	.00
7-1280-431-00-121-982-1-610	PCT1-44-0649-MILE 1½W-GENERAL SUPPLIES	.00	8,234.22	.00	.00	8,234.22	.00
7-1280-431-00-121-983-1-610	PCT1-44-0650-SAN LUCIA/WIND RD-GENERAL	.00	19,382.50	.00	.00	19,382.50	.00
7-1280-431-00-121-984-1-610	PCT1-44-0651-MILE 13½-GENERAL SUPPLIES	.00	20,954.88	.00	.00	20,954.88	.00
7-1280-431-00-121-985-1-610	PCT1-44-0652-ZAPATA ST-GENERAL SUPPLIES	.00	7,597.36	.00	.00	7,597.36	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
7-1280-431-00-121-986-1-610	PCT1-44-0653-MILE 12½N-GENERAL SUPPLIES	.00	70,641.70	.00	.00	70,641.70	.00
7-1280-431-00-121-987-1-610	PCT1-44-0654-MILE 12N (1)-GENERAL SUPPL	.00	23,307.71	.00	.00	23,307.71	.00
7-1280-431-00-121-988-1-610	PCT1-44-0658-MILE 12½N (2)-GENERAL SUPPL	.00	2,762.96	.00	.00	2,762.96	.00
7-1280-431-00-121-989-1-610	PCT1-44-0662-MILE 1W (2)-GENERAL SUPPL	.00	6,257.73	.00	.00	6,257.73	.00
7-1280-431-00-121-990-1-610	PCT1-44-0664-MILE 4W (3)-GENERAL SUPPL	.00	5,176.48	.00	.00	5,176.48	.00
7-1280-431-00-121-991-1-610	PCT1-44-0670-OLD RIVER RD-GENERAL SUPPL	.00	19,825.43	.00	.00	19,825.43	.00
7-1280-431-00-121-992-1-610	PCT1-44-0672-N GONZALEZ RD-GENERAL SUPPL	.00	10,805.17	.00	.00	10,805.17	.00
7-1280-431-00-121-993-1-610	PCT1-44-0679-EARLING/EL DORA RD-GENERAL	.00	4,998.57	.00	.00	4,998.57	.00
7-1280-431-00-121-994-1-610	PCT1-46-0642-MILE 19N-GENERAL SUPPLIES	.00	650.71	.00	.00	650.71	.00
7-1280-431-00-121-995-1-610	PCT1-46-0665-GONZALEZ RD-GENERAL SUPPL	.00	34,554.36	.00	.00	34,554.36	.00
7-1280-431-00-121-996-1-610	PCT1-46-0667-JUAREZ ST-GENERAL SUPPLIES	.00	4,734.06	.00	.00	4,734.06	.00
7-1280-431-00-121-997-1-610	PCT1-46-0668-MILE 17N-GENERAL SUPPLIES	.00	4,998.96	.00	.00	4,998.96	.00
7-1280-431-00-121-998-1-610	PCT1-46-0669-MILE 5½W-GENERAL SUPPLIES	.00	2,523.89	.00	.00	2,523.89	.00
7-1280-431-00-121-999-1-610	PCT1-46-0684-MILE 14½N (3)-GENERAL SUPPL	.00	1,243.43	.00	.00	1,243.43	.00
7-1280-431-00-122-983-1-610	PCT2-43-0632-COL GUADALUPE-GENERAL SUPPL	.00	8,446.69	.00	.00	8,446.69	.00
7-1280-431-00-122-984-1-610	PCT2-43-0633-PLANA VISTA SUBD-GEN SUPPL	.00	2,709.13	.00	.00	2,709.13	.00
7-1280-431-00-122-985-1-610	PCT2-43-0676-EL GATO EST-GENERAL SUPPL	.00	2,040.10	.00	.00	2,040.10	.00
7-1280-431-00-122-986-1-610	PCT2-44-0656-AZURE ST-GENERAL SUPPLIES	.00	2,815.19	.00	.00	2,815.19	.00
7-1280-431-00-122-987-1-610	PCT2-44-0657-ROAD RUNNER SUBD-GENERAL	.00	3,167.17	.00	.00	3,167.17	.00
7-1280-431-00-122-988-1-610	PCT2-46-0682-EL GATO SUBD-GENERAL SUPPL	.00	2,168.81	.00	.00	2,168.81	.00
7-1280-431-00-123-952-0-610	PCT3-37-0587-MINNESOTA-GENERAL SUPPLIES	.00	5,301.00	.00	.00	5,301.00	.00
7-1280-431-00-123-953-0-610	PCT3-37-0592-PALM DR-GENERAL SUPPLIES	.00	3,210.05	.00	.00	3,210.05	.00
7-1280-431-00-123-954-0-610	PCT3-37-0593-ABRAM RD-GENERAL SUPPLIES	.00	6,455.05	.00	.00	6,455.05	.00
7-1280-431-00-123-955-0-610	PCT3-37-0594-PUERTO RICO RD-GENERAL SUPP	.00	3,197.95	.00	.00	3,197.95	.00
7-1280-431-00-123-956-0-610	PCT3-37-0597-JUAJOLOTE RD-GENERAL SUPPL	.00	93.47	.00	.00	93.47	.00
7-1280-431-00-123-957-0-610	PCT3-37-0603-MILITARY RD-GENERAL SUPPL	.00	3,040.38	.00	.00	3,040.38	.00
7-1280-431-00-123-958-0-610	PCT3-38-0595-WESTERN AVE-GENERAL SUPPL	.00	4,483.01	.00	.00	4,483.01	.00
7-1280-431-00-123-959-0-610	PCT3-38-0596-BRUSHLINE RD-GENERAL SUPPL	.00	6,253.31	.00	.00	6,253.31	.00
7-1280-431-00-123-960-0-610	PCT3-38-0604-COWBOYS RD-GENERAL SUPPLIES	.00	791.88	.00	.00	791.88	.00
7-1280-431-00-123-961-0-610	PCT3-39-0625-TEN MILE RD-GENERAL SUPPL	.00	.15	.00	.00	.15	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
7-1280-431-00-123-963-0-610	PCT3-40-0612-CHIHUAHUA RD-GENERAL SUPPL	.00	3,714.35	.00	.00	3,714.35	.00
7-1280-431-00-123-964-0-610	PCT3-40-0637-KAIMAN RD-GENERAL SUPPLIES	.00	550.49	.00	.00	550.49	.00
7-1280-431-00-123-966-0-610	PCT3-43-0636-DREAMER RD-GENERAL SUPPLIES	.00	2,648.93	.00	.00	2,648.93	.00
7-1280-431-00-123-967-0-610	PCT3-43-0638-KUTZUR RD-GENERAL SUPPLIES	.00	467.55	.00	.00	467.55	.00
7-1280-431-00-123-968-0-610	PCT3-47-0573-TROSPER RD-GENERAL SUPPLIES	.00	3,170.46	.00	.00	3,170.46	.00
7-1280-431-00-123-969-0-610	PCT3-47-0574-LA HOMA RD-GENERAL SUPPLIES	.00	5,907.15	.00	.00	5,907.15	.00
7-1280-431-00-123-971-0-610	PCT3-50-0576-DOFFING RD-GENERAL SUPPLIES	.00	924.21	.00	.00	924.21	.00
7-1280-431-00-123-972-0-610	PCT3-51-0575-INSPIRATION RD-GENERAL SUPP	.00	4,035.48	.00	.00	4,035.48	.00
7-1280-431-00-123-973-0-610	PCT3-51-0577-TWELVE MILE RD-GENERAL SUPP	.00	3,114.03	.00	.00	3,114.03	.00
7-1280-431-00-123-974-0-610	PCT3-51-0578-TEXAN AVE-GENERAL SUPPLIES	.00	7,924.34	.00	.00	7,924.34	.00
7-1280-431-00-123-975-0-610	PCT3-51-0579-IOWA AVE-GENERAL SUPPLIES	.00	11,878.44	.00	.00	11,878.44	.00
7-1280-431-00-123-976-0-610	PCT3-51-0606-ELEVEN MILE RD-GENERAL SUPP	.00	570.80	.00	.00	570.80	.00
7-1280-431-00-123-977-0-610	PCT3-51-0607-SIXTEEN MILE RD-GENERAL SUP	.00	726.03	.00	.00	726.03	.00
7-1280-431-00-123-978-0-610	PCT3-52-0609-NINE MILE RD-GENERAL SUPPL	.00	1,309.21	.00	.00	1,309.21	.00
7-1280-431-00-123-980-0-610	PCT3-53-0623-THIRTEEN MILE RD-GENERAL	.00	1,450.77	.00	.00	1,450.77	.00
7-1280-431-00-123-982-0-610	PCT3-53-0633-FOURTEEN MILE RD-GENERAL	.00	1,858.56	.00	.00	1,858.56	.00
7-1280-431-00-124-981-1-610	PCT4-43-0629-DILLON RD-GENERAL SUPPLIES	.00	6,154.46	.00	.00	6,154.46	.00
7-1280-431-00-124-982-1-610	PCT4-43-0635-ROOTH RD-GENERAL SUPPLIES	.00	7,118.66	.00	.00	7,118.66	.00
7-1280-431-00-124-983-1-610	PCT4-43-0645-ARGENTINA ST-GENERAL SUPPL	.00	1,637.83	.00	.00	1,637.83	.00
7-1280-431-00-124-984-1-610	PCT4-44-0660-HOEHN DR SUBD-GENERAL SUPPL	.00	12,677.54	.00	.00	12,677.54	.00
7-1280-431-00-124-985-1-610	PCT4-44-0663-TEJANO ST-GENERAL SUPPLIES	.00	1,637.83	.00	.00	1,637.83	.00
7-1280-431-00-124-986-1-610	PCT4-44-0671-SEMINARY RD-GENERAL SUPPL	.00	23,764.24	.00	.00	23,764.24	.00
7-1280-431-00-124-987-1-610	PCT4-44-0673-HOEHN DR-GENERAL SUPPLIES	.00	5,116.65	.00	.00	5,116.65	.00
7-1280-431-00-124-988-1-610	PCT4-46-0666-TOWER RD-GENERAL SUPPLIES	.00	4,043.66	.00	.00	4,043.66	.00
7-1280-431-00-124-989-1-610	PCT4-44-0661-OWASSA&TOWER RD-GENERAL SUP	.00	6,574.55	.00	.00	6,574.55	.00
7-1280-452-00-123-984-1-610	PCT3-66-0910-IRRG/PLUMB SYSTEM-GENERAL	.00	17,800.00	.00	.00	17,800.00	.00
7-1280-452-00-123-985-1-610	PCT3-66-0916-ANZALDUA PRK TCKT-GENERAL	.00	13,738.57	.00	.00	13,738.57	.00
7-1280-452-00-123-986-1-610	PCT3-66-0918-BLD RPR/CONTENT DAM-GENERAL	.00	15,546.66	.00	.00	15,546.66	.00
7-1280-452-00-123-988-1-610	PCT3-66-0914-PRK EQUIP/CONTENTS-GENERAL	.00	32,222.94	.00	.00	32,222.94	.00
1280 DESIGNATED PURPOSE GRANTS LVL 0		**.00**	**790,379.99**	**.00**	**.00**	**790,379.99**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1281 DESIGNATED PURPOSE GRANTS LVL 1							
7-1281-412-00-080-010-7-610	DA STATE SUPPLEMENT-GENERAL SUPPLIES	.00	1,994.73	988.68	.00	1,006.05	49.56
7-1281-412-00-080-012-7-610	CJD-BPU-GENERAL SUPPLIES	.00	2,881.54	448.13	635.34	1,798.07	37.60
7-1281-412-00-080-017-5-610	CJD-VAP-GENERAL SUPPLIES	.00	9,899.67	5,874.76	2,787.79	1,237.12	87.50
7-1281-412-00-080-018-6-610	CJD-DVSP-GENERAL SUPPLIES	.00	3,155.75	268.26	451.99	2,435.50	22.82
1281 DESIGNATED PURPOSE GRANTS LVL 1		**.00**	**17,931.69**	**7,579.83**	**3,875.12**	**6,476.74**	**63.88**
1283 DESIGNATED PURPOSE GRANTS LVL 3							
7-1283-414-00-130-018-5-610	2015 CHAPTER 19-GENERAL SUPPLIES	.00	3,378.84	.00	3,378.84	.00	100.00
7-1283-414-00-130-018-6-610	2016 CHAPTER 19-GENERAL SUPPLIES	.00	101,652.35	.00	.00	101,652.35	.00
7-1283-414-00-130-024-0-610	HAVA TITLE II-GENERAL SUPPLIES	.00	41,835.83	.00	41,835.83	.00	100.00
1283 DESIGNATED PURPOSE GRANTS LVL 3		**.00**	**146,867.02**	**.00**	**45,214.67**	**101,652.35**	**30.79**
1284 DESIGNATED PURPOSE GRANTS LVL 4							
7-1284-421-00-280-047-9-610	SHERIFF OPSG-GENERAL SUPPLIES	.00	2,000.00	1,799.80	.00	200.20	89.99
1284 DESIGNATED PURPOSE GRANTS LVL 4		**.00**	**2,000.00**	**1,799.80**	**.00**	**200.20**	**89.99**
1285 DESIGNATED PURPOSE GRANTS LVL 5							
7-1285-421-00-291-006-6-610	CONST PCT1 RSWG-GENERAL SUPPLIES	.00	101.70	.00	101.70	.00	100.00
7-1285-421-00-292-006-6-610	CONST PCT2 RSWG-GENERAL SUPPLIES	.00	101.70	.00	101.70	.00	100.00
7-1285-421-00-293-006-6-610	CONST PCT3 RSWG-GENERAL SUPPLIES	.00	111.39	.00	111.39	.00	100.00
7-1285-421-00-294-006-6-610	CONST PCT4 RSWG-GENERAL SUPPLIES	.00	101.70	.00	101.70	.00	100.00
1285 DESIGNATED PURPOSE GRANTS LVL 5		**.00**	**416.49**	**.00**	**416.49**	**.00**	**100.00**
1289 DESIGNATED PURPOSE GRANTS LVL 9							
7-1289-423-00-320-032-7-610	DWI CRT-GENERAL SUPPLIES	.00	6,000.00	.00	972.03	5,027.97	16.20
7-1289-423-00-320-036-7-610	FEDERAL RSAT-GENERAL SUPPLIES	.00	23,106.07	1,694.30	1,681.73	19,730.04	14.61
7-1289-423-00-320-046-7-610	MISD DWI CRT-GENERAL SUPPLIES	.00	9,000.00	.00	1,913.24	7,086.76	21.26
1289 DESIGNATED PURPOSE GRANTS LVL 9		**.00**	**38,106.07**	**1,694.30**	**4,567.00**	**31,844.77**	**16.43**
1291 HIDTA GRANTS							
7-1291-412-00-270-003-5-610	HIDTA TASK FORCE-GENERAL SUPPLIES	.00	1,946.05	53.95	943.45	948.65	51.25
7-1291-412-00-270-003-6-610	HIDTA TASK FORCE-GENERAL SUPPLIES	.00	2,281.37	.00	.00	2,281.37	.00
1291 HIDTA GRANTS		**.00**	**4,227.42**	**53.95**	**943.45**	**3,230.02**	**23.59**
1292 WIC PROGRAM GRANTS							
7-1292-441-00-350-001-7-610	WIC ADM-GENERAL SUPPLIES	.00	148,567.30	13,650.79	89,842.25	45,074.26	69.66
7-1292-441-00-350-013-7-610	WIC LACTATION-GENERAL SUPPLIES	.00	32,344.84	3,851.89	.00	28,492.95	11.91

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1292 WIC PROGRAM GRANTS							
7-1292-441-00-350-017-7-610	WIC LAC CENTER-GENERAL SUPPLIES	.00	1,097.23	.00	789.24	307.99	71.93
7-1292-441-00-350-018-5-610	WIC LAC SUPP CENTER-GENERAL SUPPLIES	.00	3,485.19	.00	.00	3,485.19	.00
7-1292-441-00-350-020-7-610	WIC SUMMER FOOD-GENERAL SUPPLIES	.00	26,043.75	5,927.22	4,715.76	15,400.77	40.87
7-1292-441-10-350-018-5-610	WIC LAC SUPP CENTER-GENERAL SUPPLIES	.00	32,588.67	4,082.57	3,813.78	24,692.32	24.23
7-1292-441-11-350-018-5-610	WIC LAC SUPP CENTER-GENERAL SUPPLIES	.00	49,872.00	.00	.00	49,872.00	.00
1292 WIC PROGRAM GRANTS		**.00**	**293,998.98**	**27,512.47**	**99,161.03**	**167,325.48**	**43.09**
1293 HEALTH DEPARTMENT GRANTS							
7-1293-441-00-340-005-0-610	H.D. ADM-GENERAL SUPPLIES	.00	46,825.00	35,341.66	9,647.15	1,836.19	96.08
7-1293-441-00-340-006-6-610	RLSS/LPHS-GENERAL SUPPLIES	.00	8,000.24	5,000.00	.00	3,000.24	62.50
7-1293-441-00-340-006-8-610	RLSS/LPHS-GENERAL SUPPLIES	.00	6,000.00	.00	.00	6,000.00	.00
7-1293-441-00-340-008-8-610	T.B. CONTROL-GENERAL SUPPLIES	.00	19,850.00	.00	.00	19,850.00	.00
7-1293-441-00-340-012-8-610	IMM DIV LOCAL-GENERAL SUPPLIES	.00	13,989.99	.00	.00	13,989.99	.00
7-1293-441-00-340-013-6-610	CPS/HAZARDS-GENERAL SUPPLIES	.00	218.81	.00	.00	218.81	.00
7-1293-441-00-340-013-8-610	CPS/HAZARDS-GENERAL SUPPLIES	.00	4,601.00	.00	.00	4,601.00	.00
7-1293-441-00-340-059-0-610	MEDICAID ADMIN-GENERAL SUPPLIES	.00	231,301.72	86,236.43	27,490.29	117,575.00	49.17
7-1293-441-00-340-060-6-610	INFECTIOUS DISEASE-GENERAL SUPPLIES	.00	57.51	.00	.00	57.51	.00
7-1293-441-00-340-065-6-610	IDCU/EBOLA-GENERAL SUPPLIES	.00	2,549.00	.00	241.00	2,308.00	9.45
7-1293-441-00-340-068-8-610	PHPR-GENERAL SUPPLIES	.00	63,908.00	24,987.90	.00	38,920.10	39.10
7-1293-441-00-340-069-8-610	ELC-GENERAL SUPPLIES	.00	55,136.00	1,288.50	38,691.00	15,156.50	72.51
7-1293-441-00-340-070-7-610	PHHS-GENERAL SUPPLIES	.00	34,100.00	.00	795.07	33,304.93	2.33
7-1293-441-00-340-071-8-610	TECE-GENERAL SUPPLIES	.00	500.00	.00	.00	500.00	.00
7-1293-441-10-340-006-8-610	RLSS/LPHS-GENERAL SUPPLIES	.00	6,000.00	.00	.00	6,000.00	.00
7-1293-441-10-340-008-6-610	T.B. CONTROL-GENERAL SUPPLIES	.00	41,603.06	4,270.29	31,379.82	5,952.95	85.69
7-1293-441-10-340-011-6-610	TB PREV&CNTRL-GENERAL SUPPLIES	.00	20,768.00	480.00	791.20	19,496.80	6.12
7-1293-441-10-340-012-6-610	IMM DIV LOCAL-GENERAL SUPPLIES	.00	37,889.44	15,950.73	20,371.63	1,567.08	95.86
7-1293-441-10-340-013-6-610	CPS/HAZARDS-GENERAL SUPPLIES	.00	41,949.08	3,814.25	34,601.90	3,532.93	91.58
7-1293-441-10-340-052-6-610	PRENATAL/MATERNITY-GENERAL SUPPLIES	.00	7,644.41	.00	2,184.80	5,459.61	28.58
7-1293-441-10-340-060-6-610	INFECTIOUS DISEASE-GENERAL SUPPLIES	.00	8,843.48	3,750.75	910.25	4,182.48	52.71
7-1293-441-10-340-061-6-610	TX HEALTHY COMMUNITIES-GENERAL SUPPLIES	.00	12,029.40	4,825.00	905.09	6,299.31	47.63
7-1293-441-10-340-070-7-610	PHHS-GENERAL SUPPLIES	.00	9,613.00	.00	.00	9,613.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT GRANTS							
7-1293-441-10-340-071-8-610	TECE-GENERAL SUPPLIES	.00	500.00	.00	.00	500.00	.00
7-1293-441-11-340-052-6-610	PRENATAL-GENERAL SUPPLIES	.00	7,988.00	.00	.00	7,988.00	.00
7-1293-441-11-340-061-6-610	TX HEALTHY COMMUNITIES-GENERAL SUPPLIES	.00	2,796.00	.00	.00	2,796.00	.00
1293 HEALTH DEPARTMENT GRANTS		**.00**	**684,661.14**	**185,945.51**	**168,009.20**	**330,706.43**	**51.70**
1294 JUVENILE PROBATION GRANTS							
7-1294-423-75-330-054-7-610	TJJD-A-MENTAL CBMH-GENERAL SUPPLIES	.00	3,045.79	.00	.00	3,045.79	.00
1294 JUVENILE PROBATION GRANTS		**.00**	**3,045.79**	**.00**	**.00**	**3,045.79**	**.00**
1297 ADULT PROBATION GRANTS							
7-1297-423-00-320-002-7-610	BASIC SUPERVISION-GENERAL SUPPLIES	.00	187,320.55	27,611.84	113,501.13	46,207.58	75.33
7-1297-423-00-320-014-7-610	DRUG CRT-GENERAL SUPPLIES	.00	27,291.00	78.60	18,537.64	8,674.76	68.21
7-1297-423-00-320-015-7-610	SEX OFFENDER CASELOAD-GENERAL SUPPLIES	.00	1,364.00	.00	.00	1,364.00	.00
7-1297-423-00-320-020-7-610	SATF-GENERAL SUPPLIES	.00	28,550.54	4,591.03	17,205.28	6,754.23	76.34
7-1297-423-00-320-045-7-610	ASSESSMENT UNIT-GENERAL SUPPLIES	.00	12,218.40	.00	5,078.49	7,139.91	41.56
1297 ADULT PROBATION GRANTS		**.00**	**256,744.49**	**32,281.47**	**154,322.54**	**70,140.48**	**72.68**
1350 CERTIFICATES OF OBLIGATION, SERIES 2016							
7-1350-414-00-130-025-0-610	CO2016-ELECTION VOTING MACHINES-GEN SUPP	.00	40,335.83	.00	.00	40,335.83	.00
1350 CERTIFICATES OF OBLIGATION, SERIES 2016		**.00**	**40,335.83**	**.00**	**.00**	**40,335.83**	**.00**
2102 JAIL COMMISSARY							
7-2102-423-21-280-015-0-610	JAIL COMMISSARY-GENERAL SUPPLIES	.00	7,758.70	497.10	.00	7,261.60	6.41
2102 JAIL COMMISSARY		**.00**	**7,758.70**	**497.10**	**.00**	**7,261.60**	**6.41**
2201 SELF-FUNDED HEALTH BENEFITS							
7-2201-415-00-115-009-0-610	DBM-HEALTH INS ADM-GENERAL SUPPLIES	3,000.00	2,400.00	808.50	.00	1,591.50	33.69
2201 SELF-FUNDED HEALTH BENEFITS		**3,000.00**	**2,400.00**	**808.50**	**.00**	**1,591.50**	**33.69**
2202 SELF-FUNDED WORKERS' COMP							
7-2202-419-50-115-065-0-610	DBM-W/C DIV-GENERAL SUPPLIES	5,000.00	5,000.00	1,434.28	2,284.16	1,281.56	74.37
2202 SELF-FUNDED WORKERS' COMP		**5,000.00**	**5,000.00**	**1,434.28**	**2,284.16**	**1,281.56**	**74.37**
7 YEAR 2017		**4,519,301.00**	**7,956,923.70**	**1,686,656.65**	**2,980,549.77**	**3,289,717.28**	**58.66**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CUSTOMER SERVICE CENTER	
HYLANT GROUP, INC. PO BOX 2248 GRAND RAPIDS MI 49501-2248	PHONE (A/C, No, Ext): (866) 972-7378	FAX (A/C, No): (800) 455-9611
	E-MAIL ADDRESS: BUSINESS.CUSTOMSERVICE@FARMERSINSURANCE.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FOREMOST INSURANCE COMPANY	11185
INSURED MARTIN & MARGARITA PENA DBA DELTA SPECIALTIES, SIGNS & SUPPLIES 10205 E STATE HIGHWAY 107 EDINBURG TX 78542	INSURER B : FOREMOST PROPERTY AND CASUALTY	11800
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 163228 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	Y	N	PAS038483617	07/09/2017	07/09/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	[ ] OTHER:							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	[ ] ANY AUTO	Y	N	PAS038483617	07/09/2017	07/09/2018	BODILY INJURY (Per person)	$	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$	1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	Y	N	PAS038483617	07/09/2017	07/09/2018	AGGREGATE	$	1,000,000
	[ ] DED [ ] RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE [ ] OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N / A	N	WC038670213	07/09/2017	07/09/2018	E.L. EACH ACCIDENT	$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
								$	
								$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SIGN PAINTING OR LETTERING / CERTIFICATE HOLDER IS DESIGNATED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY PER FORM CG3395 IN THE PERFORMANCE OF THE NAMED INSUREDS ONGOING OPERATIONS. SUBJECT TO THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

HIDALGO COUNTY

2802 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

CArmstrong

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AI-60817 **Purchasing Department** **25. B. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into an agreement with SWAGIT Productions, LLC under CO-OP Contract TIPS #160901 in the amount of $11,940.00 for the Live Streaming Services of Commissioner's Court, archiving, all of your bandwidth and storage needed for the term covering Aug. 2017-July 2018. under requisition # 346882 as no document other than an Purchase Order is required by vendor and subject to compliance with form 1295 if/when necessary.

BACKGROUND

Hidalgo County Purchasing entered into an agreement with a third party thru Dell (DIR contract) in 2014 up until July 2017. Executive Office will continue services directly with the vendor (SWAGIT thru TIPS 160901) .

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-413-00-110-077-0-761

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

BUDGETARY IMPACT:

7-1100-413-00-110-077-0-761

Attachments

Swagit Quote

TIPS contract

email from Swagit confirming price

1295

1295

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/21/2017 05:14 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Elena Gomez		Started On: 07/21/2017 07:58 AM
Final Approval Date: 07/21/2017		

TIPS Quote

Date: 7/13/2017

Swagit Productions, LLC
12801 North Central Expressway
Suite 900
Dallas, TX 75243
Phone: 214-432-5905
Fax: 214-750-9513
bhalley@swagit.com

TO Hidalgo County, TX

Service from August 1, 2017 through July 31st, 2018

TIPS Quote #: #160901

Account Manager	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
NRoss						

Qty	Item #	Description	Unit Price	Discount	Price total
12		(EASE™) Up to **50** indexed meetings a year with live streaming, archiving, all of your bandwidth and storage needs, 24/7 customer support, multiple bit rate streaming, and Google Analytics.	$995.00		$11,940.00
				Total	$11,940.00

Quotation prepared by: Natascha Ross – Swagit Productions, LLC _____
Supervisor: _____
This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)
To accept this quotation, sign here and return:_____

PROCUREMENT SOLICITATION DOCUMENT

The Interlocal Purchasing System (TIPS)

A Cooperative Purchasing Program available for membership by Government and Other Entities in all fifty states.

Lead Agency

Region 8 Education Service Center

Address: **4845 US Hwy. 271 North**
Pittsburg, Texas 75686

Toll-free (866) 839-8477 Fax (866) 839-8472
Website: www.tips-usa.com E-mail: bids@tips-usa.com

NOTICE TO PROPOSERS PROPOSERS

DEADLINE DATE FOR ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY:

https://tips.ionwave.net

Friday, October 14, 2016 at 3:00 P.M.

FOR THE CATEGORY –

Request for Proposals (RFP):
Digital Recordings and/or Video Production #160901

1. **What this solicitation includes:**
   - **a.** This category may include, but is not limited to, digital court recorder equipment, digital and audio and video recording equipment.
   - **b.** Servicing and parts for the equipment described above.
   - **c.** Installation and configuration of the equipment described above.
   - **d.** Audio and video recording or production services, including the supplies, equipment and labor for same.
   - **e.** Parts and repair for any of the above described goods or services.
   - **f.** Other goods and service directly related to the above described category.

About TIPS

TIPS is available for use by all public and private schools, colleges, universities, cities, counties and other government entities in all fifty states.

It is the intention of TIPS to establish vendor awarded contracts to satisfy the procurement needs of participating member entities in this particular category. These awarded contracts will enable member entities to purchase on an "as needed" basis from competitively awarded contracts with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products submitted based on the scored published evaluation criteria. (Unless proposer has submitted inappropriate items for the category. Those items will not be awarded.)
- Awarded contracts will be automatically renewed on the annual contract award date for two consecutive year terms (as listed in the original awarded contract), if sales have been successfully reported to TIPS and if both parties agree. (Exception: There are two categories: Trades, Labor and Materials that will not have an automatic renewal. These categories will be rebid annually and will not be subject to a renewal.)
- TIPS reserves the right to award multiple vendors if vendors offer items that are unique or serve different geographic regions and have best value to TIPS participating entities.
- This proposal is requested for the benefit of the attached list of members and other new members as they execute membership agreements.
  Member List: http://www.tips-usa.com/assets/documents/docs/membership.pdf

Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively bid vendor contracts.
- Provide comprehensive purchasing practices with the assurance of the most competitive contracts.
- Provide competitive priced solicitation and bulk purchasing for multiple government entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by contracting with "high performance" vendors.
- Equalized purchasing power for smaller entities.
- Assist government entities in maintaining the essential controls for budget and accounting purposes.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitively bid process for all TIPS Awarded Contracts.

Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and contract decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual districts.

Financing of TIPS

- The total cost of the TIPS program is funded through an administration fee paid to TIPS by the awarded vendors. The fee is based on actual vendor invoiced sales. Fee schedule for this solicitation is 2%. Vendor will pay the fee on the actual invoiced and paid sales to TIPS members.
- TIPS does not charge any fees to participating school districts or government entities.

Purchasing Procedures

- Contracts are established through open competition as described by the laws of the State of Texas and are available for piggy-back by other states. Purchase orders are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders are sent to the TIPS office where they are reviewed and edited by the TIPS staff and forwarded to the Vendor within one working day.
- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

It is the intention of TIPS to establish a contract to furnish and/or deliver. Proposers are requested to submit a proposal for offering their total line of available products and services that are commonly purchased by governmental entities and school districts.

TIPS expects to contract with responsible vendor(s) to provide to its members.

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENTS:

Posting Date	**Thursday, September 1, 2016**
Proposal available	**Thursday, September 1, 2016 – Friday, October 14, 2016**
Pre-Bid Meeting	**Thursday, September 8, 2016**
Proposal Deadline	**Friday, October 14, 2016 at 3:00 pm (Local Time)**
Proposal Opening	**Friday, October 14, 2016 beginning at 3:01 pm**
Proposals Review/Scoring	**Monday, October 17, 2016 through November 10, 2016**
Proposals Award	**November 17, 2016**
Award Notifications	**Begin posting to TIPS Website 11/18/2016**
	Vendor may call for results after 11/18/2016

Award letters will be made available online.

Non Award letters will be mailed to vendors with No Awards.

Proposal Instructions

1. Only electronically sealed proposals are accepted. **Faxed or mailed proposals will not be accepted**.
2. Proposals must be submitted on any or all items, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the participants in TIPS and to waive any informality in the proposal process.
3. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the vendor and shall be included with the proposal.
4. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
5. Addenda, if required, will be issued by TIPS to all those known to have received a complete set of SOLICITATION documents through our electronic bidding software, ION Wave, at least five working days prior to the opening.
6. Questions about the specific SOLICITATION shall be submitted to bids@tips-usa.com with the following in the subject line: SOLICITATION #XXXXXX vendor question". Questions of a ministerial nature will be answered without an addendum, but substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by proper addendum.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.
All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree.

Felony Conviction Notice (Required in Texas) -Notification of Criminal History "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation. Texas Education Code § 44.034. See FELONY CONVICTION NOTICE document on the "Attachments" tab. Felony conviction notice document must be uploaded to the "Response Attachments" FELONY CONVICTION NOTICE section.

References
The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must

be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” REFERENCES section.

Resellers/Dealers
Vendors with Resellers/Dealers must download the Resellers/Dealers document from the “Attachments” section, complete and uploaded to the “Response Attachments” RESELLERS/DEALERS section.

Vendor Certifications
Vendor certifications will include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section.

Vendor Contract
Vendor Contract must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” VENDOR CONTRACT section.

Contract Signature Form
Contract Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” CONTRACT SIGNATURE FORM section.

Warranty (If applicable)
Warranty documentation must be scanned and uploaded to the “Response Attachments” WARRANTY section.

Protest Procedure
If a vendor/proposer (vendor) desires to protest a decision by TIPS, the vendor must follow the following process:
http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Supplementary Catalogs and Information (If applicable)
Supplementary Catalogs and Information documentation must be scanned and uploaded to the “Response Attachments” SUPPLEMENTARY section.

AWARD OF CONTRACT TO NONRESIDENT PROPOSER - “A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident underbids the lowest bid submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to underbid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.” *Texas Government Code § 2252.002*.

Pre-Bid Meeting (Not Mandatory)

Where: Region 8 Education Service Center
4845 U.S. Highway 271 North, Pittsburg, Texas 75686
TIPS Board Room
Date: Thursday, September 8, 2016
Time: 9:00 am (Local Time)

Agenda: TIPS Overview
TIPS eBid System
SOLICITATION Overview
Questions and Answers
Tour of TIPS Facility

Proposal Scoring

Scoring of Proposal: Criteria and Relative Weights

A Review Committee will evaluate and score all proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors. TIPS will base a recommendation for contract award on several factors. The factors which will be considered are weighted points in each area as follows:

1. **Purchase price**. (Pricing factors as determined by TIPS using a market basket study of randomly selected items or other price consideration method.) Respond to the "PRICING SECTION" (30 points)

2. **Reputation** of the vendor and the vendor's goods or services. References may be contacted. Knowledge of the committee members of the proposer and other information gleaned from other sources may be used to determine reputation score. (1 point)

3. **Quality** of the vendor's goods or services. Knowledge of the committee members of the proposer and other information gleaned from other sources may be used to determine score including, but not limited to, quantity of line items available that are commonly purchased by member entities and electronic on-line catalog, quality of goods or services sold, order entry use by and suitability for the entity's needs and quality of catalog(s) for use by entity's employees that do not have electronic access.) (20 points)

4. **Extent to which the goods or services meet needs** outlined in solicitation category submitted. (29 points)

5. **Vendor's past relationship** with TIPS and TIPS members. (10 points) Positive relationships will be scored above the midpoint of the percentage weight and negative relationships will be scored below the midpoint.

6. **The total long-term cost** to acquire the vendor's goods or services. Length of price guaranty. (10 points)

7. **Residency** - for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

   (A) has its principal place of business in this state; or

   (B) employs at least 500 persons in this state;

   NOTE: This factor is prohibited by federal regulation and because members of TIPS may expend federal funds and are in many locales nationwide, this factor has been considered and is determined to have a weight of 0 points.

8. **HUB/MWBE** The impact on the ability of TIPS to comply with laws and rules relating to historically underutilized businesses; Certification is considered, but being certified or not will not impact our ability to comply with laws and rules relating to historically underutilized businesses, as a result, a weight of 0 points is given to this criterion.
   Some of our members, such as state agencies, have MWBE and HUB programs and require a utilization plan. The forms are provided for you to complete and submit to be considered for use by those member entities. You may elect not to provide at this time and provide it when contracting with the entity, but the entity rules will apply for this factor and they may or may not accept one completed after the proposal period.

PROPOSERS FALLING BELOW AN 80-point THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

SAMPLE SCORING GRID

The Interlocal Purchasing System (TIPS)
Bid Criteria and Relative Weights

BID CATEGORY: Appropriate Category will be listed here.

THIS PAGE WILL BE COMPLETED BY TIPS REVIEW COMMITTEE)

Company Name	Purchase Price 30	Vendor Reputation 1	Quality of Goods 20	Meets Needs Criteria 29	Past Relationship 10	Long-Term Cost 10	Total Points Scored
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

_____ _____

TIPS Authorized Review Representative Signature Date

_____ _____

Approved by Region VIII ESC Board of Directors Date

SPECIFICATIONS

1. This category may include, but is not limited to, digital court recorder equipment, digital and audio and video recording equipment.
2. Servicing and parts for the equipment described above.
3. Installation and configuration of the equipment described above.
4. Audio and video recording or production services, including the supplies, equipment and labor for same.
5. Parts and repair for any of the above described goods or services.
6. Other goods and service directly related to the above described category.

What you should include to maximize your availability to TIPs members:

The proposer should propose all goods and services they provide within the category as described above. The **proposer is NOT REQUIRED to supply ALL** of the described above, **but please include all you DO supply**.

Included in this solicitation is the pricing sheet and in it you should include:

If you propose a discount off of catalogue, list, shelf etc. pricing and you have a web link to those items and list pricing, please provide that as well. If the linked pricing is the actual proposed pricing to TIPS members, please note it conspicuously in your proposal.

DESIRED SPECIFICATIONS FOR DIGITAL COURT RECORDER EQUIPMENT

Just because some offered equipment does not meet all the specifications but is offered at a lower price point, they may be considered as alternates.

DCR

The DCR Recording Solution is designed specifically to capture and record courtrooms/interviews/boardroom/council/commission. The recordings are saved to the hard-drive and to Network/CD/DVD. The system is simple to use and can be operated much like a tape recorder or a VHS machine. A separate player provides playback facilities for the captured audio and video streams.
The user can use DCR Recording Solution to monitor the progress of a recording, and add bookmarks at different points in the recording.
Some of the features of the DCR Recording Solution are listed below:

DCR Recorder

• Support for Internet Protocol (IP) cameras.
• Digital certificates can be used to ensure recordings have not been altered.
• Ability to undo and redo operations when working with predefined bookmarks.
• View, copy associated links, and clear trace files as required
• Provides Redaction capabilities. Allows you to eliminate, blank-out or blur the redacted content.
• Supports recording in Windows mode for standard Windows audio devices.
• Supports up to 8 Channel video recording per Room.
• Attach documents, such as evidence documents, to a recording file. You can open attachments, delete attachments, and optionally include them when exporting recording files.
• Stream proceedings to a server which enables multiple users to view the proceedings in real time.
• Motion detection can cause recording to start and stop.
• Burning of a recording onto CD or DVD. You can burn the complete file or an individual disc.
• Playback of recordings in both WAVE and ASIO modes.
• Playback dialog allows you to play parts of the current file being recorded without using DCR Interview Player.
• Supports up to 32-channel audio and 8 channel video recording per room.
• Channel names can be assigned and used in place of channel numbers.
• Meters show the level of a recording being made onto the appropriate media.
• Indicators for active channels.

• Ability to listen to a recording as it is being made.
• Create new files or append to existing files.
• Mirroring of recordings onto local disks or network disks.
• Keeping of time points using auto-bookmarks during a recording.
• Ability to mute/un-mute a recording as it is being made.
• Two full-screen application views allow you to work in full-screen mode.
• An assistive view is available to comply with Section 508 of the Rehabilitation Act.
• Bookmarks allow you to navigate quickly in a sound file and store notes at chosen positions in a sound file.
• Case-style bookmarks can be used to identify case-related information.
• Bookmarks can be defined in advance and later inserted during the actual recording process.
• A bookmark can be assigned a color, which allows you to highlight or classify bookmarks. For example, you can use different colored bookmarks to differentiate sensitive information.
• The DCR Monitor program (OPTIONAL) allows you to monitor the activity (both sound and video) in up to four rooms. You can add bookmarks, record new files, append to existing files, and playback the current file being recorded.
• Shortcuts allow you to quickly insert predefined text into bookmarks and file notes using either key combinations or abbreviations.
• File notes can be added to a recording file, and include notes.
• File notes and bookmarks can be exported as a text file, copied to the clipboard, or printed. You can choose which data fields to include.
• Alert notification for a paused recording, when a recording is muted, or when there is a low level of sound in all channels.
• Support for a switch and LED to remotely start and stop the recording.
• Support remote bookmarking via a covert push button.
• Ability to Start, Stop, Pause, as well as enter Bookmarks from an Android Device.
• Configuration settings and text-substitution shortcuts can be exported and imported.
• Specification of valid file name formats.
• A file search facility lets you search for text across files.
• Support for special characters and symbols that don't appear on your keyboard.
• A command-line interface can be used to initiate a recording.
• Microsoft Word Integration

DCR Player
• Digital certificates can be used to ensure recordings have not been altered.
• Case-style bookmarks can now be created from the Player.
• Import bookmarks and file notes from BMR files created with DCR Notes and DCR Word-Notes.
• Ability to Distort the Audio and Video to protect the identity of the person being recorded.
• Playback of audio and video recordings, including a file that is currently being mirrored.
• Ability to work with file attachments. You can open attachments, delete attachments, and optionally include them when exporting recording files.
• Ability to redact files so that redacted segments can be omitted from playback and when exporting.
• Bookmarks allow you to navigate quickly in a sound file and store notes at chosen positions in a sound file.
• A bookmark can be assigned a color, which allows you to highlight or classify bookmarks. For example, you can use different colored bookmarks to differentiate sensitive information.
• File notes can be added to a recorded file.
• An assistive view is available to comply with Section 508 of the Rehabilitation Act.
• File notes and bookmarks can be exported as a text file, copied to the clipboard, or printed. You can choose which data fields to include.
• Preserve tone automatically during high-speed playback.
• Search and replace capability for text within bookmarks.
• Ability to play any combination of one or more channels.
• Export a file, or part of a file, directly to an audio CD/DVD.
• Export a file, or part of a file, to a WMA/WMV, WAV, AVI, or DCR file with any combination of channels, and optionally with video.
• Export a file, including bookmarks, audio, video, and attachments to PDF format. The media file can be created and saved separately from the PDF document so that the audio/video links will work properly after you move the file onto a

Windows Media Server folder to be streamed to the end users.
• Indicators for active channels.
• Configuration settings can be exported and imported.
• Jump-to-time feature during playback allows easy navigation within a file.
• Retain last position in a file when it is closed and restore it when loading.
• A foot pedal can be used for playback.
• A file search facility lets you search for text across files.

To: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Cc: "Meredith Barton" <Meredith.Barton@tips-usa.com>
Sent: Thursday, July 20, 2017 2:57:48 PM
Subject: RE: Price verifications

Please see below.

27	EASE streamed and archived meetings package 50	Priced per year	Services	5.00%	$11,940.00
28	EASE hands free remote switching of cameras, streamed and archived meetings package 50	Priced per year	Services	5.00%	$19,140.00
29	EASE streamed and archived meetings package 100	Priced per year	Services	5.00%	$17,940.00

27	EASE streamed and archived meetings package 50	Priced per year	Services	5.00%	$11,940.00
28	EASE hands free remote switching of cameras, streamed and archived meetings package 50	Priced per year	Services	5.00%	$19,140.00
29	EASE streamed and archived meetings package 100	Priced per year	Services	5.00%	$17,940.00

27	EASE streamed and archived meetings package 50	Priced per year	Services	5.00%	$11,940.00
28	EASE hands free remote switching of cameras, streamed and archived meetings package 50	Priced per year	Services	5.00%	$19,140.00
29	EASE streamed and archived meetings package 100	Priced per year	Services	5.00%	$17,940.00

Karen Walton

Purchase Order Compliance

TIPS - The Interlocal Purchasing System

4845 US Hwy 271 N ~ Pittsburg, TX 75686

Phone: 866-839-8477

www.tips-usa.com

From: Elena Gomez [mailto:elena.gomez@co.hidalgo.tx.us]
Sent: Thursday, July 20, 2017 2:30 PM
To: Karen Walton <Karen.Walton@tips-usa.com>
Cc: Meredith Barton <Meredith.Barton@tips-usa.com>
Subject: Re: Price verifications

Hidalgo County Auditor's may not except letter submitted by TIPS, is there anyway you can provide me with just the one page(s) where these items are located and the prices that were awarded?

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

From: "Karen Walton" <Karen.Walton@tips-usa.com>
To: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Cc: "Meredith Barton" <Meredith.Barton@tips-usa.com>
Sent: Thursday, July 20, 2017 1:17:55 PM
Subject: RE: Price verifications

Good afternoon Elena! This quote is in compliance with the vendor's award under TIPS contract #160901.

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:
2017-239891

Date Filed:
07/21/2017

Date Acknowledged:
07/24/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Swagit Productions, LLC
Dallas, 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, TX

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.

346882
Hardware and video streaming service solutions for county information.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kerr, Daniel	Dallas, TX United States	X	
Owusu, David	Dallas, TX United States	X	
Halley, Bryan	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-239891

Date Filed:
07/21/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Swagit Productions, LLC
Dallas, 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, TX

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.
346882
Hardware and video streaming service solutions for county information.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kerr, Daniel	Dallas, TX United States	X	
Owusu, David	Dallas, TX United States	X	
Halley, Bryan	Dallas, 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.

JUAN S JASSO
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 4/6/2020
NOTARY ID 12872100-7

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said David Owusu, this the 24th day of July, 20 17, 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
	JUAN S JASSO	Notary Public

AI-60674 **Purchasing Department** **25. B. 2.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirement, Texas Local Government Code, 262.024 (a)(7)(A), proprietary software.

B. Pursuant to exemption approved, requesting authority to enter into a 48-month maintenance agreement between "DESTINY SOFTWARE, INC." and Hidalgo County, Texas for agenda quick software license & service in the total amount as listed:
1. $3,800 – Beginning October 1, 2017
2. $4,200 – Beginning October 1, 2018
3. $4,200 – Beginning October 1, 2019
4. $4,500 – Beginning October 1, 2020

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-413-00-125-001-0-336

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

BUDGETARY IMPACT:

Reference Req# 312053

Attachments

FORM 1295
LEGAL APPROVAL
AGREEMENT

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/14/2017 10:38 AM
Budget & Management	Veronica Ortiz	07/14/2017 10:50 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Rocio Villarreal		Started On: 07/12/2017 10:14 AM
Final Approval Date: 07/21/2017		

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:
2017-235842

Date Filed:
07/12/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Destiny Software Inc
Woodinville, WA 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-17-206-07-25
Agenda management software

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.

Dean Dickinson
Signature of authorized agent of contracting business entity

NATHAN C MILLER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES 11/19/2020

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dean Dickinson, this the 12th day of July, 20 17, to certify which, witness my hand and seal of office.

Nathan C Miller — Signature of officer administering oath
Nathan C Miller — Printed name of officer administering oath
Notary Public — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-235842

Date Filed:
07/12/2017

Date Acknowledged:
07/13/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Destiny Software, Inc.
Woodinville, WA 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-17-206-07-25
Agenda management software

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

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Re: [SUSPECTED SPAM ATTACHMENT]RE: Destiny Software Inc.-Sofware & Service Agreement

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Jun 29, 2017 10:20 AM

Subject : Re: [SUSPECTED SPAM ATTACHMENT]RE: Destiny Software Inc.-Sofware & Service Agreement

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Rocio,

I have reviewed the attached agreement and approve as to form.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

On Tue, Jun 27, 2017 at 10:14 AM, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> wrote:

> Ms. Josie:
>
> Can you 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
>
> ---
>
> **From:** "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
> **To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
> **Sent:** Monday, June 26, 2017 2:41:20 PM
> **Subject:** Fwd: [SUSPECTED SPAM ATTACHMENT]RE: Destiny Software Inc.-Sofware & Service Agreement
>
> ***Monica Salinas Badillo, Court Administrator***
> Hidalgo County Executive Office
> 2818 S. Bus. Hwy. 281

Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

From: "Dean Dickinson" <dean@destinysoftwareinc.com>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "Desta Dickinson" <desta@destinysoftwareinc.com>
Sent: Wednesday, June 21, 2017 3:31:12 PM
Subject: [SUSPECTED SPAM ATTACHMENT]RE: Destiny Software Inc.-Sofware & Service Agreement

Hi Monica,

Attached is the revised agreement for the next three years. If you'd like a longer or shorter term just let me know. And, if I haven't mentioned it lately, we really appreciate that you guys have been with us so long.

Let me know if you need any tweaks.

Dean Dickinson

Destiny Software, Inc.

425 415-1777

www.destinysoftwareinc.com

www.agendaquick.com

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Wednesday, June 21, 2017 8:13 AM
To: Dean Dickinson <dean@destinysoftwareinc.com>
Subject: Fwd: Destiny Software Inc.-Sofware & Service Agreement

Hi Dean,

Please see attached.

Thanks,

Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>, "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "darlene betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, June 20, 2017 11:55:18 AM
Subject: Destiny Software Inc.-Sofware & Service Agreement

Ms. Monica:

The agreement with Destiny Software will be terminating on September 30, 2017. Can you please request a new agreement from Destiny Software.

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

Software License & Service Agreement

Effective Date: October 1, 2017

THIS AGREEMENT between **Destiny Software Inc.** ("Licensor"), of 19724 166th Ave NE, Woodinville, Washington 98072, and **Hidalgo County, Texas** ("Licensee"), of Hidalgo County 100 E Cano, Edinburg, Texas 78539

WHEREAS:

(A) This Agreement is a license and service agreement and not an agreement for the sale of software.

(B) This Agreement gives Licensee limited rights to use the Software and Related Materials described below and imposes upon Licensee certain obligations to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.

(C) This Agreement imposes upon Licensor certain obligations to provide customer service in regard to the ongoing maintenance of Software and Related Materials described below.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions**. In this Agreement the following words and phrases shall have the following respective meanings, unless the context otherwise requires:

   (a) "**Confidential Information**" means proprietary material or information belonging to Licensor, or to any third party to which Licensor owes a duty to maintain confidentiality, directly or indirectly placed by Licensor, or by third parties to which Licensor is related, into the possession of Licensee which material or information is not generally available to or used by others (except other persons whom Licensor has granted licenses of the Software and Related Materials or part thereof) or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, and includes, without limitation, all business information, computer software and computer technology, whether patentable or not, which is acquired by or on behalf of Licensee from time to time and which, owing to the relationship between Licensor and Licensee, may become known to Licensee.

   (b) "**Copyrights**" shall refer to those copyrights or copyright registrations for the Software or the Software and Related Materials and shall include future copyrights belonging to Licensor or any third party related to Licensor for improvements and modifications thereof and applications by Licensor for registration of copyrights for improvements and modifications thereof;

   (c) "**Enhancements**" means changes and/or improvements to the Software, whether arising out of the particular Software configuration for the specific use of Licensee or otherwise;

(d) "**Errors**" means, with regard to the Software, incorrect source code or object code or anything not in agreement with published Specifications or requested modifications;

(e) "**Know-How**" includes all technology, source code, object code, local area network manager code, technical information, procedures, processes, trade secrets, methods, practices, techniques, information, logic/flow charts, sketches, drawings, Specifications, application and modification manuals and data relating to the design, manufacture, production, inspection, and testing of the Software, which are from time to time in Licensor's possession;

(f) "**Manuals**" means the programmer's manuals, the technical manuals and the user manuals and other similar documentation;

(g) "**Modifications**" means Enhancements and/or correction of Errors, and Modifications shall be deemed to have been accepted by Licensee upon the lapse of sixty (60) days following successful installation of any Modifications unless Licensee notifies Licensor in writing prior to the lapse of such period that the Modifications in question do not conform to Specifications;

(h) "**Related Materials**" means all of the printed materials, user documentation, training documentation and confidential activation code for the Software supplied by Licensor to Licensee, and includes the Manuals;

(i) "**Service**", which means consulting time, providing technical information and or assistance in the ongoing maintenance of the Software;

(j) "**Software**", which includes the Know-How and, unless otherwise hereinafter set out to the contrary, any Modifications, is described on Schedule "A" herein and includes all actual copies of all or any portion of the computer programs delivered by Licensor to Licensee, inclusive of backups, updates and merged copies either permitted by this Agreement or supplied subsequently by Licensor or any party related to Licensor; and

(k) "**Specifications**" means the functional performance parameters of the Software.

2. **Grant of License and Reservation of Ownership**. Licensor hereby grants to Licensee a personal, non-exclusive, non-transferable license to use the Software and Related Materials at the site referred to in **Schedule "A"** hereto and otherwise pursuant to the terms of this Agreement. Licensee agrees to use its best efforts to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.

3. **License & Service Fee**. In consideration for the granting of the license of the Software and Related Materials to Licensee, and for the providing by Licensor of service, as defined in **Schedule "B"**, Licensee hereby agrees to pay to Licensor a license & service fee, as defined in **Schedule "B"**. Licensee shall also pay to Licensor all sales, excise and other taxes thereon and upon any other amounts payable by Licensee to Licensor pursuant to this Agreement.

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6. **Uses Not Permitted**. Licensee covenants and agrees that it will not:

(a) whether in whole or in part, sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign or provide the use of or access to the Software and Related Materials, or any portion thereof, to unlicensed persons;

(b) assign, mortgage, charge or otherwise encumber either the Software and Related Materials or its rights under this Agreement;

(c) reverse engineer, decompile or disassemble the Software;

(d) alter, modify or create any derivative works of the Software and Related Materials or any portion thereof, except as needed for Licensee's own use of Software;

(e) except as permitted elsewhere in this Agreement, make additional copies of the Software and Related Materials or any portion thereof;

(f) obscure or remove any copyright or trademark notices.

7. **Assignment**. Without limiting anything contained elsewhere in this Agreement, Licensee shall not assign this Agreement or any rights herein without the prior written consent of Licensor, which consent may be arbitrarily withheld. Any purported assignment without Licensor's consent shall be deemed to be null and void.

8. **Term**. The license granted by this Agreement shall commence on the date of this Agreement and shall continue thru September 30, 2021. This Agreement shall be automatically terminated at the end of the three year period unless Licensee requests renewal, in writing, prior to the end of the period. Notwithstanding the foregoing, this Agreement will terminate automatically without notice if Licensee fails to comply with any provision of this Agreement. The parties agree that all provisions set out in this Agreement for the protection of Licensor and its Copyrights shall remain in force notwithstanding termination of this Agreement.

9. **Updates**. Provided that Licensee is in compliance with the terms and conditions of this Agreement, Licensor agrees to make available to Licensee all updates, improvements and enhancements for the Software. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such updates, improvements or enhancements.

10. **Limited Warranty**.

(a) Licensor warrants that the Software, as defined in **Schedule "A" and, any additional Software, as defined in future revisions to Schedule "A"**, without Modifications, will substantially conform to the Related Materials for a period of one (1) year from the date of receipt by Licensee. Licensor warrants that the media upon which the Software is provided and the Related Materials will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt by Licensee.

(b) **LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO COMPANY. COMPANY MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.**

(c) During the warranty period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's option, be one of the following:

(i) Licensor may attempt to correct or work around Errors;

(ii) Licensor may replace the Software and Related Materials;

(d) Licensor shall not be liable for damages, direct or indirect, special, incidental, consequential, punitive or exemplary, related to Licensee's use of the Software and Related Materials, even if Licensor is advised of the possibility of such damage.

11. **Confidentiality**. All Confidential Information, including the Know-How, shall be treated as confidential by Licensee and shall be used solely to enable Licensee to use the Software in accordance with this Agreement. Nothing contained herein shall prevent Licensee from making disclosure of any of the Confidential Information to any employee of Licensee for the sole purpose of utilizing the Software and Related Materials in accordance with this Agreement, provided that Licensee shall obtain from each employee to whom such disclosure is made a covenant of non-disclosure.

12. **No Implied Waiver**. No failure or delay by Licensor in enforcing any right or remedy in this Agreement shall be construed as a waiver of any future exercise of such right or

remedy by Licensor.

13. **Conflict of Documents**. Any conflict between the terms of this Agreement and any purchase order or other document in relation to the license granted hereby shall be resolved in favor of the terms of this Agreement.

14. **Equitable Relief**. Licensee acknowledges that any breach by it of any of the terms of this Agreement is likely to result in irreparable harm or damage to Licensor and that, in the event of such breach, in addition to any and all remedies at law, Licensor shall have the right to obtain an injunction, specific performance or other equitable relief to prevent the continuous violation of the terms of this Agreement.

15. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Texas.

16. **Entire Agreement**. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties relating to the Software and Related Materials. Any amendments hereto are enforceable only if in writing and signed by each of the parties.

17. **Severability** If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect notwithstanding.

18. **Execution**. This Agreement has been executed by an authorized signatory duly entitled to bind the party on behalf of which he or she has executed this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Hidalgo County, Texas

By: _____
Name: Ramon Garcia
Title: County Judge

APPROVAL AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By:_____

Destiny Software Inc.

By: _____
Name: Dean Dickinson
Title: Vice President

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr.

County Clerk

Schedule "A" Software & Services Effective: October 1, 2017	
Description of Software & Services	**AgendaQuick – Web-based agenda software system (Currently Installed)**
	Video Integration with Streaming Video Provider

Schedule "B" Software License, Maintenance & Service Fee Schedule Effective: October 1, 2017	
Description of Services	• **Customer Training and Program Documentation for Purchased Software Listed in Schedule "A"** • **Customer Support for Purchased Software Listed in Schedule "A"** • **Free Updates, if applicable, to Purchased Software Listed in Schedule "A"**
Term of Agreement	**October 1, 2017 thru September 30, 2021 unless terminated by either party per agreement terms**
AgendaQuick Annual License & Maintenance Fee	**$3,800 – Beginning October 1, 2017** **$4,200 – Beginning October 1, 2018** **$4,200 – Beginning October 1, 2019** **$4,500 – Beginning October 1, 2020**
Re-install of software on new or additional client servers, including ColdFusion – *if needed or requested*	**$500 plus cost of ColdFusion license**
Custom Modifications – *if requested*	**$110 per hour or by agreed upon project cost**

AI-60586 **Purchasing Department** **25. B. 3.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements, under TxLGC Chapter 262.024 (a)(4), a personal services;

B. Acceptance of the proposed scope of services and fee schedule from Sally Gavlik,dba, P/R & S, LLC with authority to enter into a personal services contract [drafted by Hon. S. Crain] subject to compliance with insurances and Form 1295 if and when applicable .

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-415-00-115-002-0-339

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

BUDGETARY IMPACT:

Funds available pending commissioners' court approval of AI-60853

Attachments

Resume
Scope Of Work
Legal's Approval
HB 1295 Request Memo
accord form
draft contract
travel policy email

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/21/2017 03:57 PM
Budget & Management	Veronica Ortiz	07/21/2017 03:59 PM
Merlen P. Munoz	Merlen P. Munoz	07/21/2017 05:04 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Yolanda Velasquez		Started On: 07/05/2017 03:04 PM
Final Approval Date: 07/21/2017		

Sally Gavlik

13746 Eaglesnest Bay, Corpus Christi, Texas, 78418, 956-310-8386, sallyg361@yahoo.co

Education

BA, 1968, UNIVERSITY OF NEW MEXICO

Major – Recreation Management

Minor: NA

MA, 1997, BAYLOR UNIVERSITY

Major – Sports Management

Minor – Education

CERTIFICATION

Legal Assistant, 1993, Texas State University

Certified Parks and Recreation Professional, 1986, National Recreation and Park Association

Certified Public Manager, 1997, Texas State University

Experience

PRESIDENT, P, R & S, LLC. 2015 TO PRESENT

Develop master plans – Weslaco and Mission, Texas

Develop grant applications – secured funding for Tres Lagos Planned Community Development and Weslaco Parks and Recreation Department.

DIRECTOR PARKS AND RECREATION, CITY OF McALLEN, TEXAS, 2009 – 2015

Management of park system for the city including staffing, programming and capital improvements. Completed Firemen's Park, Education Center at Quinta Mazatlan, developed the McAllen Marathon, assisted with the McAllen Holiday Parade. Secured grant funding from Texas Parks and Wildlife.

DIRECTOR PARKS AND RECREATION, CITY OF CORPUS CHRISIT, TEXAS, 2004 -2009

Management of city park system including staffing, programming and capital improvements. Secured grant funding for the Nature Preserve (General Land Office and Texas Parks and Wildlife Department), developed Sister City program and other special events.

DIRECTOR PARKS AND RECREATION, COUNTY OF EL PASO, TEXAS, 1999 – 2004

Management of a County Park System including staffing, programming and capital projects. Developed Ascarate Lake, small community parks and grant funding for a community nature outreach program.

Professional Affiliations

NATIONAL RECREATION AND PARK ASSOCIATION - National Recreation and Park Association – Academy Member, Board of Trustees, Southwest Regional Council Chair, Certification Committee Chair, Program Planning Committee

TEXAS RECREATION AND PARK SOCIETY – President, Fellow Award, Conference Planning Chair, Regional Director

ROCKY MOUNTAIN REVENUE SCHOOL – Board Member

TEXAS AMATEUR ATHLETIC FEDERATION – Regional Director, Committee Chair

Hidalgo County, Texas

Parks and Recreation Master Plan

Texas Parks and Wildlife Department request all entities develop a Parks and Recreation Master Plan every ten (10) years with an update every five (5) years. The Hidalgo County Plan expired in 2012. Hidalgo County is required to complete a new master plan for parks.

P, R & S LLC (Contractor) proposes the following schedule to develop a new master plan for the Hidalgo County, Texas (Owner).

Time Line: Work to begin by August 1 and be completed by November 30, 2017.

Action Plan Responsibilities:

Contractor:

1. Develop an online survey by August 15 for the Owner to place on the website. Survey can be through Survey Monkey, if the Owner desires. Survey to be on website for one month.
2. County will be divided by Commissioner Precincts, for the survey and public meetings.
3. Contractor to provide outline of Master Plan to the Owner by August 15, 2017.
4. Contractor to provide park amenity chart to Owner by August 15, 2017. Chart is an example of what will be included in the master plan for each park.
5. Contractor to take 2 to 3 pictures for each park which will be included in the final plan.
6. Contractor to host one (1) meeting with Park Board. The will be to develop the top ten (10) priority listing.
7. Contractor to host four (4) focus groups or public meetings. One in each precinct. Contractor will have questionnaire for the groups, mirroring online survey.
8. Contractor to provide all historical data for the city, mapping, and narrative.
9. If Owner does not have pictures required for input into the plan, Contractor will take pictures.
10. Executive Summary will be provided to the Owner by October 1, 2017. Changes to be completed by Owner by October 15, 2017.
11. Contractor to submit Parks, Recreation and Open Space Master Plan online to Texas Parks and Wildlife by November 30, 2017.

Owner:

1. Provide sites for all focus or public meetings and Park Board meetings. If refreshments are to be served Owner provides.
2. Owner to have at least one staff person on site at the focus groups who can translate into Spanish, if necessary.
3. Owner can translate surveys for the focus groups into Spanish, if desired.
4. Owner to provide copies of focus group survey for the four (4) meetings. The number of copies required will be determine by the precinct based on previous community meetings held.

5. Owner to advertise the meetings with appropriate groups i.e. athletic organizations, environmental groups, concerned citizens, senior, through owner's website, etc.
6. Owner to place online survey on website and determine best method for evaluation of results. Owner can place this in both English and Spanish, if desired. All results to be developed into graphs for inclusion in the Master Plan. Survey Monkey will automatically outline the results and prepare graphs.
7. Owner to complete a park amenity chart for all parks. Form to be provided by Contractor. This chart will be included in the Master Plan. If the Owner cannot do this Contractor will complete.
8. Owner to review the Executive Summary by October 1, with recommended changes by October 15, 2017.
9. Owner to assign staff person to review entire plan as it is being developed to insure all information is correct.
10. Texas Parks and Wildlife does not have a copy of the Master Plan that expired in 2012. If the County has a copy of the plan contractor would like to have it to compare the accomplishments from the 2012 plan to the updated information and priorities in the 2017 – 2027 plan.

Fee for Services:

All services are to be provided for a fee, which will be paid in three (3) installments. In addition to the project fee, all travel, meals, hotel, meetings, copies, etc. to be reimbursed at a rate equivalent to the State of Texas rate. Should the contractor schedule more than one event with another city, all fees will be divided appropriately. First installment is due on September 1, 2017 after online survey has been initiated. Second fee is on October 15, 2017 when the changes requested by Owner to Executive Summary are submitted. The final payment is due at the time the plan is submitted to Texas Parks and Wildlife, November 30, 2017.

Fee includes five (5) meetings and related travel expenses for those meetings. Any additional meetings or focus groups will follow County travel guidelines and meet State of Texas reimbursements.

Billing will be done monthly noting those meetings, materials that are included in the base fee. Anything over the base fee will be noted with appropriate receipts attached. If the contractor is providing services to another entity while in the valley those costs will be divided and noted on the billing.

Owner to receive five (5) hard copies of the plan and a pin drive with the plan so copies can be made by owner.

Fee for the McAllen Parks, Recreation and Open Space Master Plan:	$25, 000 + reimbursable
First payment due September 1, 2017	$ 8,000
Second payment due October 15, 2017	$ 8,000
Final payment November 30, 2017	$ 9,000

Work Product Ownership:
Any work product that is a result of this Agreement to include but not limited to maps, products, information, park designs, or other information developed and/or produced by P, R & S, LLC in conjunction with this project will become the property of Hidalgo County.

Confidentiality:
P, R & S, LLC will not at any time or any manner, either directly or indirectly, use for their own personal benefit or will not disclose or communicate in any manner any information this is proprietary to Hidalgo County. P, R & S, LLC will protect all such information and trust as it is strictly confidential within the provisions of this Agreement until a year after the termination of the Agreement.

Amendment to Agreement:
This Agreement may be modified or amended in writing by mutual agreement of both parties.

In **WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the first date listed above. Sally Gavlik of P, R & S, LLC and Hidalgo County, effective as of the first date above.

Service Recipient: Hidalgo County, Texas

By: _____

Service Provider: P, R & S, LLC

By: _____

Zimbra **matilde.faz@co.hidalgo.tx.us**

RE: Contract for Consulting

From : Steve Crain <scrain@atlashall.com> Fri, Jul 21, 2017 02:05 PM

Subject : RE: Contract for Consulting

To : 'Matilde Faz' <matilde.faz@co.hidalgo.tx.us>

It is good.

-----Original Message-----
From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Friday, July 21, 2017 1:33 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Contract for Consulting
Importance: High

Mr. Crain
Please, review the attached agreement for your approval as to form last correction requested.
Thank you!

Respectfully,

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchasing Department
2812 South Highway 281
Edinburg, Texas 78539
(956) 318-2626 ext. 4854
(956) 292-7612
matilde.faz@co.hidalgo.tx.us

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>
Sent: Friday, July 21, 2017 11:35:28 AM
Subject: Contract for Consulting

Hi Mati:

As per Mr. Crain, please see corrections. If 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 Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.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

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

July 21, 2017

P, R & S, LLC
Bidder's name
13746 Eaglesnest Bay
Address
Corpus Christi, TX. 78418
City, State, Zip Code
Attn: Ms. Sally Gavlik

Re: **Bid No.: 2017-191-07-25-YZV**
HIDALGO COUNTY – (All funding sources, programs & entities)
Request for Bid - "CONSULTING SERVICES TO ASSIST HC IN UPDATING MASTER PARK PLAN"

Dear Ms. Sally Gavlik

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced bid, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the Bid No.: **2016-191** shown above. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners Court, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us by no later than Monday, July 24, 2017 at 10:00 A. M. **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.**

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz
Enclosures

HIGGINBOTHAM INS AGENCY INC/PHS
PO BOX 33015
SAN ANTONIO TX 78265

SALLY
GAVLIK
13746 EAGLESNEST BAY DR
CORPUS CHRISTI TX 78418

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2017

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HIGGINBOTHAM INS AGENCY INC/PHS 810215 P:(888) 474-5987 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (888) 474-5987	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Twin City Fire Ins Co	29459
INSURED	INSURER B :	
	INSURER C :	
PR&S LLC 13746 EAGLESNEST BAY DR CORPUS CHRISTI TX 78418	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:	X		65 SBM IO8350	07/17/2017	07/17/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY [X]			65 SBM IO8350	07/17/2017	07/17/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					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)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS 00 08 attached to this policy.

CERTIFICATE HOLDER	CANCELLATION
SALLY GAVLIK 13746 EAGLESNEST BAY DR CORPUS CHRISTI, TX 78418	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 Marc Maillox

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HIGGINBOTHAM INS AGENCY INC/PHS
PO BOX 33015
SAN ANTONIO TX 78265

PR&S LLC
13746 EAGLESNEST BAY DR
CORPUS CHRISTI TX 78418

CERTIFICATE OF LIABILITY INSURANCE

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	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Twin City Fire Ins Co	29459
INSURED	INSURER B :	
	INSURER C :	
PR&S LLC 13746 EAGLESNEST BAY DR CORPUS CHRISTI TX 78418	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:	X		65 SBM IO8350	07/17/2017	07/17/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY [X]			65 SBM IO8350	07/17/2017	07/17/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					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)

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CERTIFICATE HOLDER	CANCELLATION
SALLY GAVLIK 13746 EAGLESNEST BAY DR CORPUS CHRISTI, TX 78418	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 Marc Maillox

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DRAFT

THE STATE OF TEXAS	**§**
	§
COUNTY OF HIDALGO	**§**

CONTRACT FOR CONSULTING SERVICES

C-17-191-07-25

THIS AGREEMENT is made on the ___ day of _____, 2017 by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and P, R & S, LLC ("Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with **Sally Gavlik** ("Gavlik") who has the skills and expertise to perform the services necessary to the County of Hidalgo that are more specifically set forth hereinafter;

WHEREAS, Gavlik is the sole member and employee of Consultant; and

WHEREAS, Consultant has agreed to provide Gavlik to perform the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County the personal services of Gavlik which are required by Hidalgo County in connection with researching, developing, and drafting of an **"Hidalgo County Park and Recreation Master Plan"** (the "Service"). Pursuant to Article 262.024 Texas Local Government Code, County is requesting that Gavlik assist the County in developing a Parks and Recreation Master Plan to present to Texas Parks and Wildlife Department.

2. Gavlik will report any problems or recommended changes in the drafting of an **"Hidalgo County Park and Recreation Master Plan"** to Hidalgo County.

3. Consultant will adhere to Hidalgo County approved Travel Policies and Procedures and reimbursable travel and lodging rates will be equivalent to the State of Texas travel and lodging per diem rates.

4. As consideration for services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Attachment "B-Proposal Page", which is attached to and made a part of this Contract.

5. The term of this Contract will be effective upon approval of award and issuance of a Purchase Order (PO) with the written deliverable "Development of a Parks and Recreational Master Plan" to be submitted by November 30, 2017 to "Texas Parks & Wildlife at the sole discretion of Hidalgo County. This Contract may be extended for an additional thirty (30) days if it's in the County's best interest to do so under same rates, terms and conditions.

6. As a condition of this Contract, Consultant represents and warrants to County that Gavlik shall be the only and sole person personally providing the Service, and Gavlick and Consultant shall hold and maintain throughout the term of this Contract all certifications, licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

7. As consideration for the services of Gavlik described herein, County agrees to pay Consultant a sum not to exceed twenty-five thousand dollars ($25,000) payable as provided in Exhibit "B" (attached hereto), plus all travel, meals, hotel, meetings, copies, etc., to be reimbursed at a rate equivalent to the State of Texas rate. Such travel, meals, hotels, meetings, copies, etc., expenses shall not exceed ($5,000) payable against written invoice and documentation of expenses submitted by Consultant.

8. County and Consultant agree that Hidalgo 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 the

other party.

9. Consultant agrees to provide insurance covering its activities in providing the service for County.

10. Except as otherwise herein provided, Consultant may not assign the obligations or rights under this contract to any person without the prior written consent of County.

11. 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 be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano St., 2nd Floor
Edinburg, Texas 78539

If to Consultant: P, R & S LLC
Attn: Sally Gavlik, Consultant
13746 Eaglesnest Bay
Corpus Christi, Texas 78418

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 at it is deposited in the United States mail.

12. Conflict with Applicable Law. Nothing in this Consultant shall be construed so as to require the commission of any contrary to law, and whenever this 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 hereof, 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 extend necessary to bring them within the legal requirements and only during the time such conflict exists.

13. No Waiver. 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.

14. Entire Agreement. 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 agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant and not otherwise.

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

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

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

18. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

19. Headings. The headings and captions contained in this Contract are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

20. 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.

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

22. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

23. 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 the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant. 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 provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

24. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

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

EXECUTED and effective as of the ____ day and _____, 2017 first written above.

APPROVED BY COMMISSIONERS COURT: _____, 2017.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CONSULTANT: P, R & S, LLC

By:_____

Printed Name: Sally Gavlik

Title: President

Date:_____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L. L. P.

By:_____
Stephen L. Crain

EXHIBIT "A"

"SCOPE OF SERVICES"

Hidalgo County, Texas

Parks and Recreation Master Plan

Texas Parks and Wildlife Department request all entities develop a Parks and Recreation Master Plan every ten (10) years with an update every five (5) years. The Hidalgo County Plan expired in 2012. Hidalgo County is required to complete a new master plan for parks.

P, R & S LLC (Contractor) proposes the following schedule to develop a new master plan for the Hidalgo County, Texas (Owner).

Time Line: Work to begin by August 1 and be completed by November 30, 2017.

Action Plan Responsibilities:

Contractor:

1. Develop an online survey by August 15 for the Owner to place on the website. Survey can be through Survey Monkey, if the Owner desires. Survey to be on website for one month.
2. County will be divided by Commissioner Precincts, for the survey and public meetings.
3. Contractor to provide outline of Master Plan to the Owner by August 15, 2017.
4. Contractor to provide park amenity chart to Owner by August 15, 2017. Chart is an example of what will be included in the master plan for each park.
5. Contractor to take 2 to 3 pictures for each park which will be included in the final plan.
6. Contractor to host one (1) meeting with Park Board. The will be to develop the top ten (10) priority listing.
7. Contractor to host four (4) focus groups or public meetings. One in each precinct. Contractor will have questionnaire for the groups, mirroring online survey.
8. Contractor to provide all historical data for the city, mapping, and narrative.
9. If Owner does not have pictures required for input into the plan, Contractor will take pictures.
10. Executive Summary will be provided to the Owner by October 1, 2017. Changes to be completed by Owner by October 15, 2017.
11. Contractor to submit Parks, Recreation and Open Space Master Plan online to Texas Parks and Wildlife by November 30, 2017.

Owner:

1. Provide sites for all focus or public meetings and Park Board meetings. If refreshments are to be served Owner provides.
2. Owner to have at least one staff person on site at the focus groups who can translate into Spanish, if necessary.
3. Owner can translate surveys for the focus groups into Spanish, if desired.
4. Owner to provide copies of focus group survey for the four (4) meetings. The number of copies required will be determine by the precinct based on previous community meetings held.

5. Owner to advertise the meetings with appropriate groups i.e. athletic organizations, environmental groups, concerned citizens, senior, through owner's website, etc.
6. Owner to place online survey on website and determine best method for evaluation of results. Owner can place this in both English and Spanish, if desired. All results to be developed into graphs for inclusion in the Master Plan. Survey Monkey will automatically outline the results and prepare graphs.
7. Owner to complete a park amenity chart for all parks. Form to be provided by Contractor. This chart will be included in the Master Plan. If the Owner cannot do this Contractor will complete.
8. Owner to review the Executive Summary by October 1, with recommended changes by October 15, 2017.
9. Owner to assign staff person to review entire plan as it is being developed to insure all information is correct.
10. Texas Parks and Wildlife does not have a copy of the Master Plan that expired in 2012. If the County has a copy of the plan contractor would like to have it to compare the accomplishments from the 2012 plan to the updated information and priorities in the 2017 – 2027 plan.

Fee for Services:

All services are to be provided for a fee, which will be paid in three (3) installments. In addition to the project fee, all travel, meals, hotel, meetings, copies, etc. to be reimbursed at a rate equivalent to the State of Texas rate. Should the contractor schedule more than one event with another city, all fees will be divided appropriately. First installment is due on September 1, 2017 after online survey has been initiated. Second fee is on October 15, 2017 when the changes requested by Owner to Executive Summary are submitted. The final payment is due at the time the plan is submitted to Texas Parks and Wildlife, November 30, 2017.

Fee includes five (5) meetings and related travel expenses for those meetings. Any additional meetings or focus groups will follow County travel guidelines and meet State of Texas reimbursements.

Billing will be done monthly noting those meetings, materials that are included in the base fee. Anything over the base fee will be noted with appropriate receipts attached. If the contractor is providing services to another entity while in the valley those costs will be divided and noted on the billing.

Owner to receive five (5) hard copies of the plan and a pin drive with the plan so copies can be made by owner.

Fee for the McAllen Parks, Recreation and Open Space Master Plan:	$25, 000 + reimbursable
First payment due September 1, 2017	$ 8,000
Second payment due October 15, 2017	$ 8,000
Final payment November 30, 2017	$ 9,000

Work Product Ownership:
Any work product that is a result of this Agreement to include but not limited to maps, products, information, park designs, or other information developed and/or produced by P, R & S, LLC in conjunction with this project will become the property of Hidalgo County.

Confidentiality:
P, R & S, LLC will not at any time or any manner, either directly or indirectly, use for their own personal benefit or will not disclose or communicate in any manner any information this is proprietary to Hidalgo County. P, R & S, LLC will protect all such information and trust as it is strictly confidential within the provisions of this Agreement until a year after the termination of the Agreement.

Amendment to Agreement:
This Agreement may be modified or amended in writing by mutual agreement of both parties.

In **WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the first date listed above. Sally Gavlik of P, R & S, LLC and Hidalgo County, effective as of the first date above.

Service Recipient: Hidalgo County, Texas

By: _____

Service Provider: P, R & S, LLC

By: _____

EXHIBIT "B"
FEE SCHEDULE

First payment due September 1, 2017 $8,000

Second payment due October 15, 2017 $8,000

Final payment November 30, 2017 $9,000

EXHIBIT "C"

INSURANCE DOCUMENTATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2017

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HIGGINBOTHAM INS AGENCY INC/PHS 810215 P:(888) 474-5987 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (888) 474-5987	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Twin City Fire Ins Co	29459
INSURED	INSURER B:	
	INSURER C:	
PR&S LLC 13746 EAGLESNEST BAY DR CORPUS CHRISTI TX 78418	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		65 SBM IO8350	07/17/2017	07/17/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			65 SBM IO8350	07/17/2017	07/17/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] 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)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS 00 08 attached to this policy.

CERTIFICATE HOLDER

SALLY
GAVLIK
13746 EAGLESNEST BAY DR
CORPUS CHRISTI, TX 78418

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Re: TRAVEL POLICIES

From : Sally G <sallyg361@yahoo.com> Mon, Jul 24, 2017 02:17 PM
Subject : Re: TRAVEL POLICIES
To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>
Cc : Letty Chavez <letty.chavez@auditor.co.hidalgo.tx.us>, Glinda Pacheco <glinda.pacheco@co.hidalgo.tx.us>, monica badillo <monica.badillo@co.hidalgo.tx.us>, Estanislado Ramos <stan.ramos@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Reply To : Sally G <sallyg361@yahoo.com>

Yes I agree to HC County Travel Policies
Sally Gavlik

On Monday, July 24, 2017 2:15 PM, Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us> wrote:

#yiv7136618207 body {min-height:100%;color:#000000;font-size:12pt;font-family:arial, helvetica, sans-serif;}HC Travel Policy Attached.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>
To: Sally G <sallyg361@yahoo.com>
Cc: Letty Chavez <letty.chavez@auditor.co.hidalgo.tx.us>, Glinda

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Re: TRAVEL POLICIES

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Subject : Re: TRAVEL POLICIES
To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>
Cc : Letty Chavez <letty.chavez@auditor.co.hidalgo.tx.us>, Glinda Pacheco <glinda.pacheco@co.hidalgo.tx.us>, monica badillo <monica.badillo@co.hidalgo.tx.us>, Estanislado Ramos <stan.ramos@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Reply To : Sally G <sallyg361@yahoo.com>

Yes I agree to HC County Travel Policies
Sally Gavlik

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Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>
To: Sally G <sallyg361@yahoo.com>
Cc: Letty Chavez <letty.chavez@auditor.co.hidalgo.tx.us>, Glinda

Pacheco <glinda.pacheco@co.hidalgo.tx.us>, monica badillo <monica.badillo@co.hidalgo.tx.us>, Estanislado Ramos <stan.ramos@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Sent: Mon, 24 Jul 2017 14:04:53 -0500 (CDT)
Subject: TRAVEL POLICIES

Good afternoon Ms. Gavlik,
Attach please find copy of Hidalgo County Travel Policies and Procedures, please confirm that you agree to accept the County's Travel Policies.
Thank you.
Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>
To: Sally G <sallyg361@yahoo.com>
Sent: Mon, 24 Jul 2017 09:57:38 -0500 (CDT)
Subject: Re: Insurance

Good morning Ms. Sally,
Hope all is well. Attach please find Worker's Comp Affidavit Form. Please complete and email to me as soon as possible to complete Agenda Item for tomorrow.
Thank you.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: Sally G <sallyg361@yahoo.com>
To: Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>
Cc: Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>, Matilde Faz <matilde.faz@co.hidalgo.tx.us>, Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Glinda Pacheco <glinda.pacheco@co.hidalgo.tx.us>, stan ramos

<stan.ramos@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>
Sent: Tue, 18 Jul 2017 16:00:52 -0500 (CDT)
Subject: Re: Insurance

I sent this in word and I do not think it wen through. Here is the PDF, I think I included all the items you needed. Please let me know if you received this.
thank youSally

On Tuesday, July 18, 2017 1:18 PM, Sally G <sallyg361@yahoo.com> wrote:

Ms. Salazar,
I have modified the original agreement I submitted to include the new time lines and information you need to develop the final agreement. I think I have included everything in this document that is needed from the County and myself. There are 5 meetings included in the set fee, this includes all related travel for those meetings. I tried to make it clear but do not know how you want to address this in your agreement.
I have listed who is responsible for different areas to expedite the process. I should be available to drive by the first of August and would like to schedule the 4 focus groups then, if possible. I know each Commissioner will have to determine dates and times based on their calendars. The meetings usually take place in the evenings at 6 and are completed by 7 to 7:30. There is just one topic for the meeting, the parks. This usually reduces individuals who may have other concerns with their Commissioner. I am available for phone calls at any time.
Please let me know if you need any additional information.
Sally

On Monday, July 17, 2017 5:18 PM, Martha Salazar <martha.salazar@co.hidalgo.tx.us> wrote:

Ms. Sally:Hope you're on the mend and your recovery is coming along without complications. In any case, we are continuing the finalizing of your engagement with Hidalgo County. You will not to be present at CC for this item's presentation. However, we would appreciate the following:1. How do you propose to bill with what sort of deliverable and how often?2. Mr. Guerra suggests and

is open to 3 billings with accompanying deliverable [i.e. $8K, $8K and $9K]. What we need in your new proposal is a time lines with deliverable [plus applicable reimbursements in accordance with HC Travel Policy limits] for each invoice. Each reimbursable submitted would need supporting documentation such as: receipts, mileage documentation, etc.
We ask for all this information so as to incorporate as part of your agreement and thus not cause any delays in how your billing(s) are submitted or delays in the auditing/processing of the invoices for payment.
We await your new proposal [with pertinent details so as to address what is included above/herein]. Yours truly,Marty Salazar
From: "Sally G" <sallyg361@yahoo.com>
To: "Mary Tobon" <mtobon@higginbotham.net>, "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, July 17, 2017 1:27:58 PM
Subject: Insurance

Here are all the signed copies of the insurance for P,R & S, LLC. I am home now so if there is anything else you need from me I can make copies and send to you.
Yolanda and Martha, if you need anything else from me so we can proceed please let me know. I do want to remind you I can drive so I will not be the Commission Court meeting on July 25th.
thank youSally

AI-60773 **Purchasing Department** **25. C. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: David Fuentes, COMM. PCT. #1 **Submitted By:** Erica Espinosa, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

A. Acceptance and approval of an Interlocal Cooperation Agreement between County of Hidalgo, the City of Alamo and City of Donna for the provision of joint efforts for the reconstruction of Whalen Rd commencing at Business 83 and terminating at the access road to U.S. Expressway 83;
B. Requesting approval of the First Amendment Interlocal Agreement with the City of Alamo and City of Donna, resulting in:
1. Project to consist of two portions, "North portion" and "South portion";
2. Decrease in the cost of the material for road paving;

BACKGROUND

In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreements in it's desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work") by decreasing the cost of services and increasing the quality of life for both the citizens of the County and the City.

ICA Pct. 1 and City's AI-59849

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-121-236-0-XXX

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

BUDGETARY IMPACT:

7-1200-126-30-121-002-0-000

Attachments

ICA - Whalen Rd
ICA Amendment
legal- ICA
legal - amendment

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/20/2017 01:44 PM
Budget & Management	Veronica Ortiz	07/20/2017 01:48 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Erica Espinosa Started On: 07/19/2017 01:50 PM

Final Approval Date: 07/21/2017

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF ALAMO, THE CITY OF DONNA, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the _____ day of _____, 2017, by and among the **CITY OF ALAMO, TEXAS,** hereinafter referred to as "Alamo", **THE CITY OF DONNA, TEXAS** hereinafter referred to as "Donna" 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, Alamo is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, Donna is a municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, a portion of Whalen Road commencing at Business 83 and terminating at the access road to U. S. Expressway 83 is the municipal boundary of both Alamo and Donna;

WHEREAS, Whalen Road south of Business 83 is within the jurisdiction of the County;

WHEREAS, Alamo, Donna and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, Alamo, Donna and County desire to jointly undertake a road improvement project consisting of a portion of Whalen Road, from Business 83 and terminating at the access road to U.S. Expressway 83 approximately more particularly described on Exhibit A attached hereto (the "Road");

WHEREAS, the Road forms an integral part of the County, Alamo and Donna road systems and the improvements to the Road are in the best interest of the County and the cities of Alamo and Donna;

WHEREAS, Alamo, Donna and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and

Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

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

1. The parties agree to cooperate in making the necessary improvements to the Road as described herein.

2. County agrees to provide all labor, machinery and material necessary for reconstruction of the Road.

3. County will, to the extent reasonably possible, follow the County's standard specifications in reclamation and overlay improvements unless otherwise agreed in writing by both parties.

4. Prior to commencement of the Road by County, the City of Alamo and Donna shall pay the sum of Forty-Eight Thousand Three Hundred Eighty-Seven and 25/ 100ths Dollars ($48,387.25) within five (5) days of the approval of this Agreement of such sum paid by each of Alamo and Donna representing one-half the cost of the materials for of the Road respectively. Such funds provided by Alamo and Donna being the cost to the County of the materials for the reconstruction of the Road.

5. Any and all other costs deemed necessary for the improvements to the Road shall be borne by the County.

6. Alamo, Donna and County will coordinate work schedules in order to provide for minimal disruption to the public and will complete the road improvements no later than sixty days from execution of this agreement.

7. Alamo and Donna pursuant to Tex. Trans. Code § 251.012, authorized County to perform the work described herein.

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

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

10. **Entire Agreement.** This Agreement contains the entire contract among 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 Alamo, Donna and County, and not otherwise.

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

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

If to Alamo:	City of Alamo Attention: Mayor Diana Martinez 420 N. Tower Rd. Alamo, Texas 78516
If to Donna:	City of Donna Irene Munoz, Mayor 307 S. 12th St. Donna, Texas 78537-3337
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Commissioner David L. Fuentes, Precinct No.1 1902 Joe Stephens Avenue Weslaco, Texas 78596

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

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

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

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

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

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

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

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

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

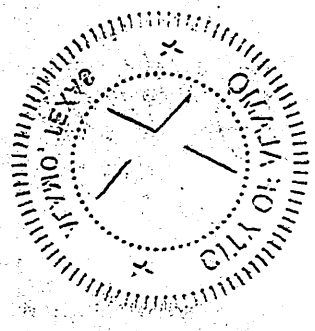
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF ALAMO

Diana Martinez, Mayor

ATTEST:

Alamo City Secretary


CITY OF PLANO
PLANO, TEXAS

ATTEST:

Donna City Secretary

THE CITY OF DONNA

Irene Munoz, Mayor

COUNTY OF HIDALGO

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 whereby the Alamo, Donna and County desire to jointly undertake a road improvement project consisting of a portion of Whalen Road, from Business 83 and terminating at the access road to U.S. Expressway 83 through an Interlocal Cooperation Agreement to be entered into among Hidalgo County and City of Alamo, Texas and the City of Donna, Texas .

By vote on_____ 2017 the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF ALAMO, TEXAS THE CITY OF DONNA, TEXAS AND HIDALGO COUNTY

This FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT by and among the **CITY OF ALAMO, TEXAS, CITY OF DONNA, TEXAS** and the **COUNTY OF HIDALGO** (the "Amendment"), effective the _____day of _____ 2017, is made between the City of Alamo ("Alamo"), the City of Donna ("Donna") and the County of Hidalgo (the "County"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about _____, 2017, Alamo, Donna and the County entered into an Interlocal Cooperation Agreement ("Interlocal Agreement") regarding improvements to a portion of Whalen Road commencing at Business 83 and terminating at the access road to U. S. Expressway 83 (the "Road");

WHEREAS, Alamo, Donna and the County now desire to amend the Interlocal Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and conditions considered herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Interlocal Agreement, Alamo, Donna and the County hereby agree to the following amendments to the Interlocal Agreement:

1. The fourth Whereas clause is deleted in its entirety and the following two Whereas clauses are inserted in lieu thereof:

> WHEREAS, a portion of Whalen Road commencing immediately north of the concrete pavement north of Business 83 constructed or to be constructed by Donna and terminating at the access road to U. S. Expressway 83 consisting of 2535 linear feet (the "North Portion").
>
> WHEREAS, a portion of Whalen Road commencing at the north side of Business 83 and terminating at the southern adjoining concrete paving constructed or to be constructed by Donna on Whalen Road consisting of 415 linear feet (the "South Portion").

1. The seventh Whereas clause is deleted and the following is inserted in lieu thereof:

> WHEREAS, Alamo, Donna and County desire to jointly

undertake a road improvement project consisting of two portions of Whalen Road being the South Portion and the North Portion (the "Road").

2. Numbered paragraph 4 shall be deleted in its entirety and the following substituted in lieu thereof:

> Prior to commencement of the constructing of the improvements to the Road by County, the City of Alamo and Donna each shall pay the sum of Forty-Seven Thousand Twenty-Six and 07/100ths Dollars ($47,026.07) to County within five (5) days of the approval of this Agreement such sum paid by each of Alamo and Donna representing one-half the cost of the materials for paving the Road. Such funds provided by Alamo and Donna being the cost to the County of the materials for the reconstruction of the Road.

3. Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended, remain in full force and effect and Alamo, Donna and County ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

ATTEST:

Alamo City Secretary

CITY OF ALAMO

By: _____
Diana Martinez, Mayor

CITY OF DONNA

By: _____
Irene Munoz, Mayor

ATTEST:

Donna City Secretary

HIDALGO COUNTY

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

CITY OF GRAND PRAIRIE TEXAS

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 whereby the Alamo, Donna and County desire to jointly undertake a road improvement project consisting of a portion of Whalen Road, from Business 83 and terminating at the access road to U.S. Expressway 83 through an Interlocal Cooperation Agreement to be entered into among Hidalgo County and City of Alamo, Texas and the City of Donna, Texas .

By vote on_____ 2017 the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Exhibit A

Interlocal Cooperation Agreement among the City of Alamo, The city of Donna, Texas and the County of Hidalgo

Project: Reconstruction of Whalen Road

Project description: Road improvement project consisting of two portions of Whalen Road described as north portion and south portion where both city limits of Donna and Alamo meet in the middle of Whalen road for a total length of the Project being 2950 linear feet. Where the west side of the road is within the Alamo city limits and the east side of the road is within the city limits of Donna.

Cost Estimate-Material & Labor

Hidalgo County Precinct No. 1

Whalen Road

From Interstate 2 to Buisness 83

Estimator: Jorge L. Pena Date: 6/20/2017

L=2950 LF					
Item	Est. Qty	Unit	Item Description	Unit Price in Figures	Total Extension in Figures
1	6,548	SY	2" HMAC (20' Section)	$12.50	$81,850.00
2	6,548	SY	PRIME COAT	$1.50	$9,822.00
3	7854	SY	6" Compacted Caliche Stabalized W 1% Lime (24' Section	$8.50	$66,759.00
4	7854	SY	Rework and Stablize (2% Lime) 6" Sub Grade	$4.00	$31,416.00
5	200	LF	18"HPP PIPE	$31.00	$6,200.00
6	120	LF	18" RGRCP CL III	$40.50	$4,860.00
7	6200	LF	Regrade Roadside Ditch	$2.00	$12,400.00
8	1	LS	Pavement Markings	$8,500.00	$8,500.00
9	1	LS	Traffic Control	$2,000.00	$2,000.00
			SUBTOTAL:	$223,807.00	
			Material Testing	$8,825.74	
			TOTAL:	**$232,632.74**	

Comments:

Cost Estimate-Material & Labor
Hidalgo County Precinct No. 1
Whalen Road
From Interstate 2 to Buisness 83
Estimator: Noe Saldivar, PE Date: 6/20/2017

MATERIAL ONLY (2950 LF)					
Item	Est. Qty	Unit	Item Description	Unit Price in Figures	Total Extension in Figures
1	819	Tons	2" HMAC (20' Section)	$58.00	$47,502.00
2	1,314	GAL	PRIME COAT	$2.70	$3,547.80
3	2588	Tons	6" Compacted Caliche Stabalized W 1% Lime (24' Section)	$3.75	$9,705.00
4	64	Tons	Commercial Lime Slurry	$178.65	$11,433.60
5	1	LS	Pavement Markings	$8,500.00	$8,500.00
6	200	LF	18" HPP	$10.51	$2,102.00
7	120	LF	18"RGRCP	$20.30	$2,436.00
			SUBTOTAL:	$85,226.40	
			Material Testing	$8,825.74	
			TOTAL:	**$94,052.14**	

Comments: Probable Material Cost Estimate is based on improving Whalen Road by reworking and stabalizing (2% Lime) the existing road section and adding 6" of lime treated (1%) caliche base and 2" of HMAC. Traffic and Erosion Control will be provided by the Precinct. A 150' section of reinforced concrete pavment will be contructed and paid for by the City of Donna.

Zimbra **sandra.jara@co.hidalgo.tx.us**

Fwd: Whalen Road Interlocal Agreement

From : Erica M. Espinosa <erica.espinosa@co.hidalgo.tx.us> Fri, Jul 21, 2017 01:09 PM
Subject : Fwd: Whalen Road Interlocal Agreement
To : Sandra Jara <sandra.jara@co.hidalgo.tx.us>

From: "Jorge L. Pena" <jorge.pena1@co.hidalgo.tx.us>
To: "erica espinosa" <erica.espinosa@co.hidalgo.tx.us>
Sent: Friday, July 21, 2017 11:56:34 AM
Subject: Fwd: Whalen Road Interlocal Agreement

Sent from my iPhone

Begin forwarded message:

> **From:** "Steve Crain" <scrain@atlashall.com>
> **Date:** May 12, 2017 at 3:11:22 PM CDT
> **To:** "'Jorge L. Pena'" <jorge.pena1@co.hidalgo.tx.us>
> **Subject: RE: Whalen Road Interlocal Agreement**
>
> Thanks.
>
> -----Original Message-----
> From: Jorge L. Pena [mailto:jorge.pena1@co.hidalgo.tx.us]
> Sent: Friday, May 12, 2017 2:03 PM
> To: Steve Crain <scrain@atlashall.com>
> Subject: Re: Whalen Road Interlocal Agreement
>
> Mr Crain,
>
> We've received the inter local and looks good. We will present to leadership team and provide relay comments if any come up.
>
> Best regards,

Jorge Peña

Sent from my iPhone

> On May 12, 2017, at 1:40 PM, Steve Crain <scrain@atlashall.com> wrote:
>
> Good afternoon Mr. Pena:
>
> As per Mr. Crain, please review the attached agreement and give your
>
> comments. 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 Telephone Number (956) 632-8221 Office Telephone Number (956)
>
> 682-5501
>
> Facsimile Number (956) 686-6109
>
> Website address: www.atlashall.com
>
> E-MAIL NOTICE -- This transmission may be: (1) subject to the

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This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.

<ICA among City of Alamo and City of Donna.pdf>

Zimbra **sandra.jara@co.hidalgo.tx.us**

Fwd: First Amendment to ICA among City of Alamo and Donna re Whalen Rd

From : Erica M. Espinosa <erica.espinosa@co.hidalgo.tx.us> Fri, Jul 21, 2017 01:09 PM

Subject : Fwd: First Amendment to ICA among City of Alamo and Donna re Whalen Rd 2 attachments

To : Sandra Jara <sandra.jara@co.hidalgo.tx.us>

From: "Jorge L. Pena" <jorge.pena1@co.hidalgo.tx.us>
To: "erica espinosa" <erica.espinosa@co.hidalgo.tx.us>
Sent: Friday, July 21, 2017 11:55:24 AM
Subject: Fwd: First Amendment to ICA among City of Alamo and Donna re Whalen Rd

Sent from my iPhone

Begin forwarded message:

From: "Steve Crain" <scrain@atlashall.com>
Date: June 23, 2017 at 3:50:28 PM CDT
To: "Jorge L. Pena" <jorge.pena1@co.hidalgo.tx.us>
Subject: First Amendment to ICA among City of Alamo and Donna re Whalen Rd

Hello Mr. Pena:

As per Mr. Crain, attached is the First Amendment to Whalen Road Agreement.

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 Telephone Number (956) 632-8221

Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

[image/jpeg:image001.jpg]

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This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.

First Amendment to ICA among Cities Alamo, Donna and County Whalen Rd.pdf
48 KB

Atlas Hall Rodriguez **image001.jpg**
5 KB

AI-60302 **Purchasing Department** **25. C. 2.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of final negotiated Professional Services Agreement with Millennium Engineers Group, Inc. as it relates to Geo-Technical and Construction Material Testing (On-Call) Services for Precinct No. 1 Projects and subject to legal counsel's final review and vendor's compliance with insurance requirements;

B. Pursuant to HCCC approval of Professional Services Agreement with Millennium Engineers Group, Inc., requesting approval of the following as it relates to On Call Construction Materials Testing Services and subject Caption A [above & herein] execution:
1. Work Authorization No. 1 in the amount of $12,842.00 for Mile 3 East Road Improvements;
2. Work Authorization No. 2 in the amount of $11,863.50 for Whalen Road Improvements.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:** 7-1200-431-00-121-23X-0-721

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

BUDGETARY IMPACT:

work auth. #1, req #346583
work auth. #2, req #346733

Attachments

draft C-17-203-07-25
wa1 17-203 mile 3 east
wa2 17-203 whalen
LEGAL

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/21/2017 03:56 PM
Budget & Management	Veronica Ortiz	07/21/2017 03:57 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Yvette Salinas Started On: 06/13/2017 04:57 PM
Final Approval Date: 07/21/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-17-203-07-25

THIS AGREEMENT is made effective the 25th day of **July, 2017** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Millennium Engineers Group, Inc.** of Pharr, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING (On-Call) SERVICES FOR PRECINCT NO. 1 PROJECTS"** within **Hidalgo County Precinct No. 1** (the "Services");

WHEREAS, the County has determined that the services of professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from professional engineering firm to assist the County by providing the Services;

WHEREAS, from which Engineer has been selected from the "Pool" of pre-qualified engineers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 1**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 25, 2017,** and will expire **July 24, 2018** or *(upon completion of the scope of the work)* unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each Work authorization unless an amendment is executed as provided hereinafter. Engineer's compensation for the work performed under each Work authorization shall comply and be based on the Engineer's Contract Fee Schedule attached hereto as Exhibit C. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the

Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and

shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

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

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing

and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:
County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Engineer:
Millennium Engineers Group, Inc.
Attn: Andres Palma, P.E./ Manager
5804 North Gumwood Ave.
Pharr, Texas 78577

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

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

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

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

28. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

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

31. Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas

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

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on: ___June 27___ *, 2017.*

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER:
MILLENNIUM ENGINEERS GROUP, INC.

By: _____

Printed Name Andres Palma, P.E.

Title: Manager

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing On-Call Professional Geo-Technical and Construction Materials Testing Services for Hidalgo County Precinct No.1 Projects, **"ON A AS NEEDED BASIS"** and the services are as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

-Engineer Contract Rates

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

SOIL EXPLORATION AND GEOTECHNICAL SERVICES

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$29.00
In Soil, 50 – 100 feet (per foot)	32.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00
Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.80
Standby Time, Rig plus 2 man crew (per hour)	200.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	59.00
Field Coordination	
Field Engineer (per hour)	115.00
Utility Clearance (per hour)	70.00
Flagman (per hour)	59.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	45.00
Moisture Content (each test)	13.00
Grout Backfill (per foot)	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

SOILS AND AGGREGATE SECTION

Material Preparation Time (per hour)	$52.00
Atterberg Limits (each test)	80.00
Sieve Analysis	
Dry through No. 40 (each test)	65.00
Additional Sieves (each sieve)	12.00
Percent Passing No. 200 Sieve (each test)	55.00

Moisture Density Relationship	
Standard Proctor (each test)	200.00
Modified Proctor (each test)	215.00
TxDOT Proctor (each test)	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (min. 3, each test)	28.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	375.00
Tex 121-E - (each test)	375.00
PH Method - (each test)	375.00
Additional Points (each point)	75.00
California Bearing Ratio (each test)	750.00
Additional Specimens (each specimen)	175.00
Small Moisture Content of Aggregates and Base (each test)	13.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	85.00
pH (each test)	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	500.00
Sulfate Content (each test)	80.00
Hydrometer (each test)	275.00

BITUMINOUS SECTION

Material Preparation Time (per hour)	$55.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	65.00
Additional Sieves (each sieve)	12.00
Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test)	250.00
Asphalt Cores (each core)	60.00
Asphalt Core Density (each core)	40.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	45.00
Molding Specimens (per set)	60.00

CONCRETE SECTION	
Material Preparation Time (per hour)	$55.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	40.00
Strip & Hold Beam (each beam)	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	95.00
Portland Cement Concrete Design or other services	By Quote
MASONRY SECTION	
Material Preparation Time (per hour)	$59.00
Grout Prism (each prism)	28.00
Mortar Prism (each prism)	28.00
TECHNICIAN SERVICES	
Soil Engineering Technician (per hour) (Min. 3 Hrs)	$52.00
Concrete Engineering Technician (per hour) (Min. 3 Hrs)	55.00
Asphalt Engineering Technician (per hour) (Min. 3 Hrs)	55.00
Masonry Engineering Technician (per hour) (Min. 3 Hrs)	59.00
Senior Engineering Technician (per hour)	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 3 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 3 Hrs)	
Engineering Specialist (per hour)	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 3 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	90.00
OTHER SERVICES	
Vehicle Trip Charge (per trip) (within 25 miles of office)	$40.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office)	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour)	56.00
Other Services, Outside Services or Supplies	Cost + 15%

Test Reports (each report)	30.00
Clerical/Administrative (per hour)	50.00
Fax (per page)	1.00
Photocopies	
8 ½" x 11" (per page)	0.12
8 ½" x 14" (per page)	0.15
11" x 17" (per page)	0.20
Additional Insured (per request)	200.00

PROFESSIONAL SERVICES

Principal Engineer (per hour)	$165.00
Project Engineer (per hour)	125.00
Staff Engineer (per hour)	110.00

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided

Project Management (per hour)	$75.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 3 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
" Geo-Technical and Construction Material Testing Services"
Agreement #C-17-203-06-27

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scope of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this **Work Authorization No. ___ .**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, P.E./Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"GEO-TECHNICAL AND CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

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:
2017-236775

Date Filed:
07/14/2017

Date Acknowledged:
07/18/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Millennium Engineers Group, Inc.
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 Coutny Precinct No. 1

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-17-203-07-25
Geotechnical & Construction Materials Testing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Palma, Raul	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2017-236775
Date Filed:
07/14/2017
Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Millennium Engineers Group, Inc.
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 Coutny Precinct No. 1

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-17-203-07-25
Geotechnical & Construction Materials Testing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Palma, Raul	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.

MARTHA ALICIA TAPIA
Notary Public, State of Texas
Comm. Expires 03-21-2021
Notary ID 129356043

Raul Palma

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Raul Palma, P.E., this the 14 day of July, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Martha Alicia Tapia — Printed name of officer administering oath | Notary Public State of Texas. — Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2017

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
SUPERIOR ACCESS INS SRVC INC/PHS 181840 P:(866) 467-8730 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Underwriters Ins Co	30104
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

MILLENNIUM ENGINEERS GROUP INC
PO BOX 4569
EDINBURG TX 78540

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72 WEC GY1880	10/16/2016	10/16/2017	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE- EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

HIDALGO COUNTY PRECINCT NO. 1
1902 JOE STEPHENS AVE STE 101
WESLACO, TX 78599

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

Marc Maillon

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2017

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: certs@fenner-esler.com	
Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201)262-1200	FAX (A/C, No): (201)262-7810
	E-MAIL ADDRESS: jkosch@fenner-esler.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amer. Casualty Co./Reading, PA	20427
INSURER B: Continental Casualty Company	20443
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Millennium Engineers Group, Inc.
PO Box 4569
Edinburg TX 78540

COVERAGES CERTIFICATE NUMBER: Master 16-17 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		6011181339	11/22/2016	11/22/2017	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			6011181387	11/22/2016	11/22/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	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	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional & Pollution Incident Liability			MCH288364872	12/12/2016	12/12/2017	Per Claim Limit Aggregate Limit	$3,000,000* $3,000,000*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Practice Policy limits apply to claims arising out of professional services rendered subsequent to 4/04/2017. Services rendered prior to 4/04/2017 have a $2,000,000/$2,000,000 limit [subject to policy terms and conditions.].
Additional Insured - Certificate Holder as respects general liability where required by written contract.

CERTIFICATE HOLDER

Hidalgo Co. Precinct No. 1
1902 Joe Stephens Ave.
Suite 101
Weslaco, TX 78596

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
Timothy Esler/JEAN

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: STATE FARM INSURANCE ROBERT ELIZALDE, AGENT 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: OMAR RIVERA PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: OMAR.RIVERA.KOTN@STATEFARM.COM
INSURED: MILLENNIUM ENGINEERS GROUP, INC 5804 N GUMWOOD PHARR, TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	329 5862-D26-53	10/26/2016	10/26/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS (X)						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY PRECINCT NO. 1
1902 JOE STEPHENS AVE. SUITE 101
WESLACO, TEXAS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-17-203-07-25

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 3 East Road Improvements project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**12,842.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, David L. Fuentes, as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2017.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma P.E., Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Construction Materials Testing Proposal
Mile 3 East Road Improvements

☒SOILS SECTION

Task: Sub-Base and/or Subgrade Samples (Per Sample, 2 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	52.00	208.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	80.00	80.00
Percent Passing No. 200 Sieve (each)	1	55.00	55.00
Vehicle trip charge (each)	0.5	40.00	20.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per sample)	1	-	724.25
Sub-Total (per task)	**2**	**724.25**	**1,448.50**

Task: Flexible Base Sample at Roadway (Per Sample, 1 sample estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	52.00	208.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	80.00	80.00
Sieve Analysis (each)	1	65.00	65.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per sample)	1	-	754.25
Sub-Total (per task)	**1**	**754.25**	**754.25**

Task: Sub-Base/Subgrade density testing at Roadway (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	3	52.00	156.00
Nuclear density test (each)	4	28.00	112.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	469.25
Sub-Total (per task)*	**4**	**469.25**	**1,877.00**

Task: Flexible Base density testing at Roadway (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	3	52.00	156.00
Nuclear density test (each)	4	28.00	112.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	469.25
Sub-Total (per task)	**4**	**469.25**	**1,877.00**

SOILS Section Total **5,996.75**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	8	55.00	440.00
Nuclear Density Test (each)	6	28.00	168.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	809.25
Sub-Total (per task)	**3**	**809.25**	**2,427.75**

Task: HMAC Pavement Laboratory Testing (3 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**3**	**375.00**	**1,125.00**

Task: HMAC Pavement Field Coring (Per Trip, 2 trips estimated with 2 man crew)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	10	55.00	550.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	2	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,646.25
Sub-Total (per task)	**2**	**1,646.25**	**3,292.50**

HMAC Pavement Section Total **6,845.25**

Total Estimated Cost **$12,842.00**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-17-203-07-25

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Whalen Road Improvements project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**11,863.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **2** shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, David L. Fuentes, as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2017.

THE LABORATORY:	**THE OWNER:**
MILLENNIUM ENGINEERS GROUP, INC.	**HIDALGO COUNTY**
_____	_____
By: Andres Palma P.E., Manager	**By: Ramon Garcia, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Construction Materials Testing Proposal
Whalen Road Improvements

☒SOILS SECTION

Task: Sub-Base and/or Subgrade Samples (Per Sample, 2 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	52.00	208.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	80.00	80.00
Percent Passing No. 200 Sieve (each)	1	55.00	55.00
Vehicle trip charge (each)	0.5	40.00	20.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per sample)	1	-	724.25
Sub-Total (per task)	**2**	**724.25**	**1,448.50**

Task: Flexible Base Sample at Roadway (Per Sample, 1 sample estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	52.00	208.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	80.00	80.00
Sieve Analysis (each)	1	65.00	65.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per sample)	1	-	754.25
Sub-Total (per task)	**1**	**754.25**	**754.25**

Task: Sub-Base/Subgrade density testing at Roadway (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	3	52.00	156.00
Nuclear density test (each)	4	28.00	112.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	469.25
Sub-Total (per task)*	**3**	**469.25**	**1,407.75**

Task: Flexible Base density testing at Roadway (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	3	52.00	156.00
Nuclear density test (each)	4	28.00	112.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	469.25
Sub-Total (per task)	**3**	**469.25**	**1,407.75**

SOILS Section Total **5,018.25**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	8	55.00	440.00
Nuclear Density Test (each)	6	28.00	168.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	809.25
Sub-Total (per task)	**3**	**809.25**	**2,427.75**

Task: HMAC Pavement Laboratory Testing (3 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**3**	**375.00**	**1,125.00**

Task: HMAC Pavement Field Coring (Per Trip, 2 trips estimated with 2 man crew)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	10	55.00	550.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	2	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,646.25
Sub-Total (per task)	**2**	**1,646.25**	**3,292.50**

HMAC Pavement Section Total **6,845.25**

Total Estimated Cost **$11,863.50**

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: corrections C-17-203-07-25

From : Steve Crain <scrain@atlashall.com> Fri, Jul 21, 2017 04:40 PM
Subject : RE: corrections C-17-203-07-25
To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Looks good.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, July 21, 2017 4:33 PM
To: Steve Crain <scrain@atlashall.com>
Subject: corrections C-17-203-07-25

Please review and advise.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

AI-60849 **Purchasing Department** **25. D. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

a. Acceptance and approval of Work Authorization No. 6 (with an estimated cost of $1,076.79) as submitted by project engineer, B2Z Engineering LLC, to provide asbestos testing services for the demolition of the Pct 2 Palmer Pavilion Facility, through Contract #C-16-326-08-23;

b. Pursuant to contract with B2Z Engineering, LLC (Article 12), a request for approval by engineer, to permit the subcontracting of AAMECC LLC, in connection with C-16-326-08-23, Work Authorization No. 6 for the Pct 2 Palmer Pavilion Renovation Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1350-452-00-122-121-0-730

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

BUDGETARY IMPACT:

Funding available as of 7/21/17 in the amount of $1,062,862.48.

Attachments

Work Authorization #6

Subcontracting Notice

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/21/2017 04:01 PM
Budget & Management	Veronica Ortiz	07/21/2017 04:01 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Erika Zamora		Started On: 07/21/2017 02:36 PM
Final Approval Date: 07/21/2017		

B2Z ENGINEERING

July 21, 2017

Mr. Armando Garza, Jr., Chief Administrator
Hidalgo County Precinct No. 2
Attn: Ms. Erika Zamora, Director of Administrative Operations
300 West Hall Acres
Pharr, Texas 78589

RE: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General" (C-16-326-08-23)
Work Authorization No. 6 ~ Asbestos Testing Services

Dear Ms. Zamora,

Attached for your review and approval is Work Authorization No. 6 to provide Asbestos Testing Services for the Hidalgo County Precinct 2 Palmer Pavilion Project under our On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General" Contract. This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

We appreciate the opportunity to provide our professional services and look forward to working with you. Should you have any questions, please feel free to give me a call at (956) 585-3773.

Sincerely,

Aisha M. Gonzalez
President

Attachments: Work Authorization No. 6

P. O. Box 2724 • McAllen, TX 78502
(956) 618-0624 • www.B2ZEng.com

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-16-326-08-23

WORK AUTHORIZATION NO. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **B2Z Engineering, LLC** professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide Asbestos Testing services for the demolition of the Palmer Pavilion Facility.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$1,076.79**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 4 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 6 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 6.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 2017.

THE ENGINEER:
B2Z ENGINEERING

_____
By: Aisha M. Gonzalez

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT "A"
SERVICES PROVIDED BY THE HIDALGO COUNTY PRECINCT #2

1. The Hidalgo County Precinct #2 (Pct #2) will issue a Notice to Proceed (NTP) to initiate all required services.

2. Pct #2 will provide B2Z Engineering (B2Z) with timely review and decisions necessary to permit B2Z to maintain an agreed upon project schedule.

3. Pct #2 will obtain Right-of-Entry (ROE), access to the site, and access to structures on the site as necessary and as often as necessary.

4. Pct #2 will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SERVICES TO BE PROVIDED BY B2Z ENGINEERING

B2Z Engineering (B2Z) is pleased to submit the following Scope of Services to provide Asbestos Testing as it relates to the Precinct #2 Palmer Pavilion Facility, located at 301 E. Hackberry in McAllen, Hidalgo County, Texas. Asbestos abatement is not included in this scope of work and would be supplemented under a separate scope of services. The scope of work is outlined below.

SCOPE OF WORK

1.0 Asbestos Testing

As part of the scope of work, an on-site investigation of the property, obtaining of samples, and preparation of a final report summarizing the findings and recommendations would be completed. The main focus of this testing will be to determine if there are asbestos containing materials (ACM) on or within the building, and if so, if there are hazardous levels of asbestos on the property.

1.1 Site Reconnaissance

A site reconnaissance will be performed to inspect for evidence of ACMs on the interior and exterior of the building. The site reconnaissance will include:

- Performance of a detailed physical and visual reconnaissance of the building to observe any signs which may indicate the presence of ACMs.
- If suspect ACMs are identified, samples would be taken and submitted for laboratory testing.

2.0 Report Preparation

Upon completion of the above tasks, B2Z will provide one (1) original set of a written report documenting the asbestos testing, which will include findings of the site reconnaissance, laboratory results, and recommendations. Unless directed otherwise, only the client will receive the report, and no copies will be distributed without prior approval.

If required, services that would be performed at additional cost that are not included in this Scope are as follows:

- Asbestos abatement or plans

3.0 Contract Management

B2Z has conducted a preliminary background search on the project in order to develop a cost proposal for this project. B2Z will develop a plan to ensure that the project tasks are performed within the budget and scope of the project. The work plan will include developing a project schedule and coordinating field work to ensure that all work is performed on a timely basis and that Quality Assurance and Quality Control (QA/QC) is performed on each task.

EXHIBIT "C"
PROJECT SCHEDULE
On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"

WA #6 - Asbestos Testing of Palmer Pavilion Facility

	2017											
TASK AND DESCRIPTION	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEPT**	**OCT**	**NOV**	**DEC**
Asbestos Testing Services (Analysis & Report)												
Site Reconnaissance												
Acquiring of Samples												
Laboratory Testing												
Report Preparation												

B2Z Engineering

EXHIBIT "D"

ESTIMATED MAN-HOUR BREAKDOWN

Asbestos Analysis Report
on Pct. #2 Palmer Pavilion Facility

		Construction Inspector	Senior Engineer Tech	TOTAL HOURS	TOTAL LINE ITEM COST
CONTRACT RATE		$ 85.65	$ 79.54		
PHASE 1 - Asbestos Analysis & Report					
1	Site Reconnaissance	2	2		$ 330.38
2	Acquiring of Samples	2	2		$ 330.38
3	Laboratory Testing	1	2		$ 244.73
4	Report Preparation	2	0		$ 171.30
SUB-TOTAL					$ 1,076.79

TOTAL PROJECT FEE: $ 1,076.79

B2Z ENGINEERING

July 21, 2017

Hon. Eduardo "Eddie" Cantu
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for On-Call Engineering ~ Pct 2 Palmer Pavilion
Contract No. C-16-326-08-23

Dear Commissioner Cantu:

We would like to inform you of the subcontractor that we will be using under the On-Call Engineering Contract Work Authorization #6, Hidalgo County Precinct 2 Palmer Pavilion Facility. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This sub-contractor will be providing Asbestos Testing Services for the above referenced project.

Subcontractor:

Mr. David A. Hanawa
AAMECC, LLC
1327 E. Washington Ave., #242
Harlingen, TX 78550
Phone (956) 535-3876

Should you have any questions, please feel free to give me a call at 956-585-3773.

Sincerely,

Carlos Del Angel, PMP
Senior Project Manager

cc: Hidalgo County Auditor's Office

P. O. Box 2724 • McAllen, TX 78502
(956) 618-0624 • www.B2ZEng.com

AI-60843 **Purchasing Department** **25. D. 2.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 2 Projects (on an as needed basis):

	Terracon Consultants, Inc.	Earth Co.	Personal Service Industries, Inc. (PSI)
Evaluator #1	97	95	94
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement commencing with the No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Pct. 2 .

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-006-0-334

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

BUDGETARY IMPACT:

Projects will be funded as needed.

Attachments

Scoring Grid-Construction Material Testing-Pct 2

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/21/2017 04:15 PM
Budget & Management	Veronica Ortiz	07/21/2017 04:16 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Rocio Villarreal Started On: 07/21/2017 01:59 PM
Final Approval Date: 07/21/2017

HIDALGO COUNTY PRECINCT NO 2

FOR

Construction Materials & Geo Technical Testing Services-Round 2

Scoring & Evaluation

GRID

Total Scores	**Terracon Consultants, Inc.**	**Earth Co.**	**Personal Service Industries, Inc. (PSI)**
Evaluator# 1	97	95	94
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-60687 **Purchasing Department** **25. D. 3.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval of Final AIA Document A 101 form of agreement & form A 201 subject to legal review] between Hidalgo County-Owner and NM Contracting, LLC-Contractor for the construction of the "County Wide Service Shop" located in Pct. 2 including authority for project architect, Nassari-Warren Group Architects, Inc., to issue and send formal Notice to Proceed;

b. Requesting approval to rescind action taken on 6/27/17 (AI#60412-B.) regarding: "Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Armando Garza, Jr., 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".

c. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Armando Garza, Jr., to execute change orders that involve ...'an increase or decrease in cost of $10,000.00 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

Due to the size of the contract and exhibits of the contract, not all documents will be attached. Once fully executed it will be scanned and a copy will be delivered to Auditor's Office for auditing purposes.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1350-431-00-122-122-0-730

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

BUDGETARY IMPACT:

Contract Award Amount $1,180,000.00; funds available as of 7-20-17.

Attachments

FORM 1295

Legal Approval of A101 Agreement

C-17-027-07-25-NM CONTRACTING-A101 AGREEMENT;BID AND ALTERNATES;INS.;PAYMENT AND PERFORMANCE BOND

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/19/2017 04:29 PM
Budget & Management	Veronica Ortiz	07/20/2017 08:45 AM
Ivan Cantu	Ivan Cantu	07/20/2017 11:08 AM
Final Approval	Monica Salinas	07/21/2017 04:23 PM
Purchasing - Internal	Marty Salazar	07/21/2017 04:39 PM
Form Started By: Rocio Villarreal		Started On: 07/13/2017 08:49 AM
Final Approval Date: 07/21/2017		

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:
2017-219586

Date Filed:
06/06/2017

Date Acknowledged:
07/13/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NM Contracting, LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Pct. 2

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.

2017-027-02-22-YSS
Hidalgo County Pct. 2 County Wide Service Shop

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Munoz, Jr., Noel	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-219586

Date Filed:
06/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NM Contracting, LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Pct. 2

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.
2017-027-02-22-YSS
Hidalgo County Pct. 2 County Wide Service Shop

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Munoz, Jr., Noel	McAllen, 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.

MARCELLA SOLANO
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 125336359

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Noel Munoz, Jr., this the 7th day of June, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Marcella Solano — Printed name of officer administering oath | Notary — Title of officer administering oath

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-17-027-07-25-Construction of the County Wide Service Shop for Pct 2

From : Debra Goetz <dlg@atlashall.com> Mon, Jul 17, 2017 06:02 PM

Subject : RE: C-17-027-07-25-Construction of the County Wide Service Shop for Pct 2 2 attachments

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Cc : 'eduardo cantu' <eduardo.cantu@co.hidalgo.tx.us>, 'Steve Crain' <scrain@atlashall.com>, 'armando garzajr' <armando.garzajr@co.hidalgo.tx.us>, 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>, 'yvette salinas' <yvette.salinas@co.hidalgo.tx.us>

Rocio,

I revised the A101 as we discussed, and the new draft is attached for your review. If the A201 was also based on a new document, do you want to send the Word version for review?

Thank you,

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dlg@atlashall.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2017

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: Danny Longoria
Ball Insurance Agency 514 E Van Buren Ave Harlingen, TX 78550	PHONE (A/C, No, Ext): (956) 428-4031 FAX (A/C, No): (956) 412-7010 E-MAIL ADDRESS: danny@ballrgv.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Gemini Insurance Company	
INSURER B: Evanston Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: NM Contracting LLC, 2022 Orchid Avenue, McAllen TX 78504

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	VGGP002212	08/06/2016	08/06/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	MKLV4EUL100168	08/06/2016	08/06/2017	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Hidalgo County Pct-2 County Wide Service Shop

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
Daniel C Longoria

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cipriano Gonzalez	
StateFarm Raul Resendez State Farm 200 S Sugar Rd Edinburg, Tx 78539	PHONE (A/C, No, Ext): 956-383-2886	FAX (A/C, No): 956-467-5527
	E-MAIL ADDRESS: cipriano.gonzalez.k9wm@statefarm.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURED NM Contracting LLC 1901 Camellia Ave McAllen, Tx 78501	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
X	AUTOMOBILE LIABILITY	X		178 1350-F06-53F	06/06/2017	06/06/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
X	☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001233585	02/04/2017	02/04/2018	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE EXPIRATION DATE THERE OF THE ISSUING INSURER WILL MAIL 30 WRITTEN NOTICE.

Hidalgo County Precinct 2 wide service shop

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, Tx 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «25th » day of «July » in the year «2017 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

NM Contracting LLC, a Texas limited liability company
2022 Orchid Ave.
McAllen, Texas 78504

for the following Project:
(Name, location and detailed description)

Hidalgo County Precinct No. 2 County Wide Service Shop
4011 S. Veteran Blvd.
San Juan, Texas 78589

The Architect:
(Name, legal status, address and other information)

Nassri-Warren Group Architects, Inc., a Texas corporation, also doing business as The Warren Group Architects, Inc.
1801 South 2nd Street, Ste. 330
McAllen, Texas 78503

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (3B9ADA1F)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement shall be the date specified in a notice to proceed, the form of which is attached hereto as Exhibit "D", to be given by Owner to Contractor.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner One Thousand Dollars ($1,000.00) for each day that expires after the time specified in this Article 3 for Substantial Completion until the work is substantially complete.

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§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than «two hundred and twenty »(«220 ») days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion Date
« »	

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See Section 3.1.1 above

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «one million one hundred eighty thousand three hundred dollars and zero cents » ($ «1,180,300.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«Alternate No. 1-Remove hoist on existing facility, transport and install at new Service Shop Building;
Alternate No. 2-Paving (and concrete curbs and wheel stops);
Alternate No. 3-Water line;
Alternate No. 4-Onsite sewage facility; and
Alternate No. 5-Drainage/Storm Sewer. »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)
« »		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Power Allowance (This allowance is shown on Addendum No. 5, which is part of Exhibit "A" attached hereto)	$40,000.00

§ 4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then Owner may terminate this Contract upon ninety (90) days written notice to Contractor. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this

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provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «30th » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « fifth » day following approval by Commissioners' Court.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner and the Architect may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «ten » percent («10 » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of «ten » percent («10 » %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

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(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

«Not Applicable »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed and approved by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment and upon acceptance by the Owner, and Architect and after satisfactory evidence has been given by the Contractor that all Contractor's bills have been paid and the entire project is free from liens.

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C", unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[«»] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[«X»] Litigation in a court of competent jurisdiction

[«»] Other *(Specify)*

«»

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 All references in this Agreement to AIA Document A201-2007 (including to the A201, the A201-2007,and the general conditions), shall mean to the modified A201-2007 attached hereto as Exhibit "C". Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

« The legal rate established by the Texas Government Code, currently Section 2251.025, as amended. » « »

§ 8.3 The Owner's representative:
(Name, address and other information)

«Armando Garza, Jr., Chief Administrator »
«Hidalgo County Precinct No. 2 »
«300 W Hall Acres, Suite G »
«Pharr, Texas 78577»
« and Hidalgo County Commissioner's Court, as referenced in Section 2.1.1 of AIA Document A201-2007. »

§ 8.4 The Contractor's representative:
(Name, address and other information)

«Noel Munoz, Jr., President »
«NM Contracting LLC.»
«2022 Orchid Ave »
«McAllen, Texas 78504»
«Tel.: (956) 631-5667 »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the Owner and attached hereto as Exhibit "C".

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
«Not Applicable »			

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

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Section	Title	Date	Pages
« »			

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
« The drawing is included with the Project Manual, which is attached hereto as Exhibit "B". »

Number	Title	Date
« »		

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	02/17/17	5
2	02/21/17	3
3	05/15/17	167
4	06/02/17	18
5	06/05/17	7

The addenda are attached hereto as part of Exhibit "A". Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

«»

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Exhibit "A" Bid Form and Addenda
2. Exhibit "B" Project Manual (Specifications) and Drawing
3. Exhibit "C" AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner
4. Exhibit "D" Form of Notice to Proceed
5. Exhibit "E" Certificate of Insurance
6. Exhibit "F" Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007. The initial insurance certificates and the bonds are attached hereto as Exhibits E and F, respectively.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.

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This Agreement entered into as of the day and year first written above and is executed in three (3) originals copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner

HIDALGO COUNTY

«By: »
OWNER *(Signature)*

«Ramon Garcia, County Judge »« »
(Printed name and title)

NM CONTRACTING LLC

«By: »
CONTRACTOR *(Signature)*

«Noel Munoz, Jr., President »« »
(Printed name and title)

APPROVED AS TO FORM FOR COUNTY:
ATLAS, HALL & RODRIGUEZ, LLP

«By: »
OWNER *(Signature)*

«Stephen L. Crain »« »
(Printed name and title)

ATTEST:

«By: »
CONTRACTOR *(Signature)*

«Arturo Guajardo Jr., County Clerk »« »
(Printed name and title)

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EXHIBIT A

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

Bid Form and Addenda

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User Notes: (3B9ADA1F)

DOCUMENT 00 41 13
BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

OPENED
9:49 6-7-17

Witnessed

1.1 BID INFORMATION

A. Bidder: NM Contracting, LLC.

B. Project Name: Hidalgo County Pct. 2 County Wide Service Shop.

C. Project Location: 4011 S. Veterans Blvd.,
San Juan, Texas 78589

D. Owner: County of Hidalgo
2812 S. Business Highway 281
Edinburg, Texas 78539

E. Architect: Laura Nassri Warren, AIA/Principal, The Warren Group Architects, Inc., 1801 S. 2nd Street, Suite 330, McAllen, Texas 78503.

F. Architect Project Number: 1341501.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by The Warren Group Architects, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. One million Thirty Thousand Dollars Dollars
($ 1,030,000).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004323 "Alternates Form."

1.3 BID GUARANTEE

A. A Bid Bond is required by Owner.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. General Conditions:

NM Contracting, LLC.

2. Site Work:

Total Commitment Construction.

3. Masonry Work:

N/A.

4. Structural Steel Work:

Strong Structural Steel.

5. Masonry Work:

N/A.

6. Roofing Work:

Tadco Roofing.

7. Plumbing Work:

Padron Plumbing.

8. HVAC Work:

Continental Refrigeration.

9. Electrical Work:

Longoria's Electric.

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 150 calendar days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 02/17/17.
2. Addendum No. 2, dated 02/21/17.
3. Addendum No. 3, dated 05/15/17.
4. Addendum No. 4, dated 06/02/17.
5. Addendum No. 5, dated 06/05/17.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Instructions to Bidders (AIA Document A701).
2. Bid Form Supplement - CSI Form 1.5C Substitution Request

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Texas and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 DOCUMENT CONTINUES

1.10 SUBMISSION OF BID

Respectfully submitted this 7th day of June, 2017.

Submitted By: NM Contracting, LLC
(Name of bidding firm or corporation)

Authorized Signature: _____
(Handwritten signature)

Signed By: Noel Munoz, Jr
(Type or print name)

DOCUMENT 00 43 23
ALTERNATES FORM

1.1 BID INFORMATION

A. Bidder: NM Contracting, LLC.

B. Prime Contract: Noel Munoz, Jr.

C. Project Name: Hidalgo County Pct. 2 County Wide Service Shop

D. Project Location: 4011 S. Veterans Blvd., San Juan, Texas 78589

E. Owner: County of Hidalgo
South Business Highway 281, Suite D
Edinburg, Texas 78539

F. Architect: Laura Nassri Warren, AIA/Principal, The Warren Group Architects, Inc.,

1801 S. 2nd Street, Suite 330, McAllen, Texas 78503.

G. Architect Project Number: 1341501.

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.

1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.

B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."

C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.

E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

A. **Alternate No. 1:** ***General Contractor to offer add cost alternate to provide as separate item the following: Remove hoist on existing facility, transport and install at new Service Shop Building.***

1. ADD ✓ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
2. Eighteen Thousand Four Hundred Dollars Dollars
   ($ 18,400.00).
3. ADD ✓ DEDUCT____ calendar days to adjust the Contract Time for this alternate.
   14 DAYS

Alternate No. 2: ***General Contractor to offer add cost alternate to provide as separate item the following: Paving (and concrete curbs and wheel stops).***

4. ADD ✓ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
5. One Hundred Thirteen Thousand Two Hundred Dollars Dollars
   ($ 113,200.00).
6. ADD ✓ DEDUCT____ calendar days to adjust the Contract Time for this alternate.
   14 DAYS

Alternate No. 3: ***General Contractor to offer add cost alternate to provide as separate item the following: Water Line.***

1. ADD ✓ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
2. Six Thousand Five Hundred Dollars Dollars
   ($ 6,500.00).
3. ADD ✓ DEDUCT____ calendar days to adjust the Contract Time for this alternate.
   14 DAYS

OPENED
9:19 6-7-17

Witnessed

Alternate No. 4: ***General Contractor to offer add cost alternate to provide as separate item the following: Onsite sewage facility.***

1. ADD ✓ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
2. Four Thousand Two Hundred Dollars Dollars
   ($ 4,200.00).
3. ADD ✓ DEDUCT____ calendar days to adjust the Contract Time for this alternate.
   14 DAYS

Alternate No. 5: ***General Contractor to offer add cost alternate to provide as separate item the following: Drainage/Storm Sewer.***

1. ADD ✓ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
2. Eight Thousand Dollars Dollars
   ($ 8,000.00).
3. ADD ✓ DEDUCT____ calendar days to adjust the Contract Time for this alternate.
   14 DAYS

Alternate No. 6: ***General Contractor to offer add cost alternate to provide as separate item the following: A new hoist to be equal to Jet 10 Ton hand chain hoist with 15' lift and double girder overhead crane to fit crane support. Ref. Structural Drawings.***

1. ADD ✓ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
2. Ninety Four Thousand Four Hundred Dollars Dollars
   ($ 94,400.00).
3. ADD ✓ DEDUCT____ calendar days to adjust the Contract Time for this alternate.
   14 DAYS

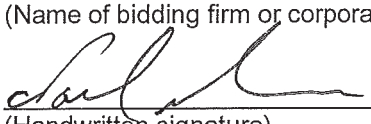
OPENED
9:11 A.M. 6-1-17

Witnessed

1.5 SUBMISSION OF BID SUPPLEMENT

Respectfully submitted this 7th day of June, 2017.

Submitted By: NM Contracting, LLC
(Name of bidding firm or corporation)

Authorized Signature: 
(Handwritten signature)

Signed By: Noel Munoz, Jr.
(Type or print name)

Title: President
(Owner/Partner/President/Vice President)

END OF DOCUMENT

EXHIBIT B

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

AIA Document A201-2007 General Conditions of the Contract for Construction, as revised

DRAFT

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User Notes: (3B9ADA1F)

EXHIBIT C

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

Project Manual (Specifications) and Drawing

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User Notes: (3B9ADA1F)

EXHIBIT D

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

Form of Notice to Proceed

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User Notes: (3B9ADA1F)

EXHIBIT E

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

Certificate of Insurance

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User Notes: (3B9ADA1F)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2017

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: Danny Longoria
Ball Insurance Agency 514 E Van Buren Ave Harlingen, TX 78550	PHONE (A/C, No, Ext): (956) 428-4031 FAX (A/C, No): (956) 412-7010 E-MAIL ADDRESS: danny@ballrgv.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Gemini Insurance Company	
INSURER B: Evanston Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: NM Contracting LLC, 2022 Orchid Avenue, McAllen TX 78504

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	VGGP002212	08/06/2016	08/06/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	MKLV4EUL100168	08/06/2016	08/06/2017	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Hidalgo County Pct-2 County Wide Service Shop

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
Daniel C Longoria

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cipriano Gonzalez	
StateFarm Raul Resendez State Farm 200 S Sugar Rd Edinburg, Tx 78539	PHONE (A/C, No, Ext): 956-383-2886	FAX (A/C, No): 956-467-5527
	E-MAIL ADDRESS: cipriano.gonzalez.k9wm@statefarm.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURED NM Contracting LLC 1901 Camellia Ave McAllen, Tx 78501	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
X	AUTOMOBILE LIABILITY	X		178 1350-F06-53F	06/06/2017	06/06/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
X	☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001233585	02/04/2017	02/04/2018	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE EXPIRATION DATE THERE OF THE ISSUING INSURER WILL MAIL 30 WRITTEN NOTICE.

Hidalgo County Precinct 2 wide service shop

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, Tx 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT F

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

Performance and Payment Bonds

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User Notes: (3B9ADA1F)

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
(610) 617-7900

TEXAS STATUTORY PAYMENT BOND
(Public Works)

Bond No.: PB11509801136

KNOW ALL MEN BY THESE PRESENTS:

THAT, **NM CONTRACTING LLC** , **2022 Orchid Avenue** , **McAllen, TX 78504** (hereinafter called the Principal), as principal, and **Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004**, a corporation organized and existing under the laws of the State of Pennsylvania, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto **Hidalgo County** , **2802 South Business Hwy 281** , **Edinburg, TX 78539** (hereinafter called the Obligee), in the amount of **ONE MILLION ONE HUNDRED EIGHTY THOUSAND THREE HUNDRED AND 00/100 Dollars ($1,180,300.00)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the **25th** day of **July** , **2017** for **Hidalgo County Precinct No. 2 County Wide Service Shop** , which contract is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **13th** day of **July** , **2017** .

Principal: **NM CONTRACTING LLC**

By: _____

Surety: **Philadelphia Indemnity Insurance Company**

By: Fred A. Thetford III
Fred A. Thetford, III , Attorney-in-Fact

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
(610) 617-7900

TEXAS STATUTORY PERFORMANCE BOND
(Public Works)

Bond No.: PB11509801136

KNOW ALL MEN BY THESE PRESENTS:

THAT, **NM CONTRACTING LLC** , **2022 Orchid Avenue** , **McAllen, TX 78504** (hereinafter called the Principal), as principal, and **Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004**, a corporation organized and existing under the laws of the State of Pennsylvania, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto **Hidalgo County** , **2802 South Business Hwy 281** , **Edinburg, TX 78539** (hereinafter called the Obligee), in the amount of **ONE MILLION ONE HUNDRED EIGHTY THOUSAND THREE HUNDRED AND 00/100 Dollars ($1,180,300.00)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the **25th** day of **July** , **2017** for **Hidalgo County Precinct No. 2 County Wide Service Shop** , which contract is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **13th** day of **July** , **2017** .

Principal: **NM CONTRACTING LLC**

By: _____

Surety: **Philadelphia Indemnity Insurance Company**

By: Fred A. Thetford III
Fred A. Thetford, III , Attorney-in-Fact

4230

Bond No. PB1150981136

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jared Young, Fred A. Thetford, Jr., Tobin Tucker, Tom Young and Fred A. Thetford, III of Contract Bond Agency, LLC.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nora Howard, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Jan. 8, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public: Nora Howard

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of July, 20 17.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439.

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS 0 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AI-60682 **Purchasing Department** **25. D. 4.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of payment for Invoice #003 in the amount of $862.40 for professional services, submitted by project architect, The Warren Group Architects Inc. through Contract C-15-159-09-15 for the Countywide Mechanic Shop Facility Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1345-431-00-122-122-0-730

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

BUDGETARY IMPACT:

Funding available through PO#740633 in the amount of 8,624.00 as of 7/17/17.

Attachments

Inv#003 TWG

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/13/2017 05:32 PM
Budget & Management	Veronica Ortiz	07/14/2017 08:21 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Erika Zamora		Started On: 07/12/2017 04:24 PM
Final Approval Date: 07/21/2017		

INVOICE FOR PROFESSIONAL SERVICES

June 30, 2017

Hidalgo County Precinct 2

300 West Hall Acres, Suite G

Pharr, TX 78577

Project: Hidalgo County Pct. 2 County Wide Service Shop

Project No. 1341501

Invoice No. 003 Billing Period: July 02, 2016 thru June 30, 2017

Purchase Order No.:	**740633**
Vendor:	**442747**
Req:	**294677**

Basis of Compensation:	**Lump Sum**
Total Compensation:	**$40,446.00**

Pavilion Renovations		Percentage Amount	Contract Amount	Percentage Completed	Amount Earned
Task	**Description**				
A	Schematic Design Phase	15%	$3,450.00	100%	$3,450.00
B	Design Development Phase	20%	$8,624.00	100%	$8,624.00
C	Construction Documents Phase	40%	$17,248.00	100%	$17,248.00
D	Construction Phase/ Contract Admin.	25%	$8,624.00	10%	$862.40
E	Topography and Utility Surveying	Lump Sum	$2,500.00	100%	$2,500.00
	TOTAL	**100%**	**$40,446.00**		**$32,684.40**

PO # 740633
1-1345-431-00-122-122-0-730
Req # 294677

INVOICE RECEIVED BY:
Erika Zamora ON 6-30-17

GOODS/SERVICES RECEIVED BY:
Eduardo Cantu ON 7-3-16thru 6-30-17

TOTAL FEE EARNED TO DATE:	**$32,684.40**
LESS PREVIOUS PAYMENTS:	**$31,822.00**
AMOUNT DUE THIS REQUEST FOR PAYMENT:	**$862.40**

Please make check payable to:

The Warren Group Architects, Inc., 1801 S. 2nd street, Suite 330, McAllen Texas 78503

in the amount of $862.40

AI-60733 **Purchasing Department** **25. E. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Hector Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to purchase Three (3) 2017 CPS Steel End Dump Trailers through the County's membership/participation with TASB-BuyBoard Cooperative Purchasing Program's awarded vendor-Cleveland Mack Sales DBA Performance Trailer for Commissioner Pct. 3 (Contract# 516-16 Exp: 11/30/2019) through requisition# 346439 in the amount of $124,080.00.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1303-431-00-123-122-0-751

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

BUDGETARY IMPACT:

Funds available through Requisition# 346439.

Attachments

Req#346439

Req#346439 Quote

Req#346439 HB 1295

Req#346439 Acknowledged 1295

Req#346439 BuyBoard Contract Performance Truck

Req#346439 BuyBoard Price Verification

Ree#346439 Cleveland Mack Sales Duns#

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/20/2017 03:44 PM
Budget & Management	Veronica Ortiz	07/20/2017 03:46 PM
Merlen P. Munoz	Merlen P. Munoz	07/21/2017 01:09 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Hector Garcia		Started On: 07/18/2017 09:59 AM
Final Approval Date: 07/21/2017		

Requisition

Req # 00346439

PO #

Date: 07/17/17

Bill To: x
x

Vendor : 454788
CLEVELAND MACK SALES
D/B/A PERFORMANCE TRAILER
1263 US HWY 59N
CLEVELAND TX 77328
FAX (281)593-2071

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact:
956-585-4509

Contract No: **BuyBoard #516-16**

Special Instructions:
Req #1025

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BuyBoard #516-16		
		DO NOT DUPLICATE ORDER		
3.00	EACH	New 2017 Manac End Dump Trailer Length 32' Width 102" axles Fenders to cover tires side Height 48" 1/2 Round design built with 1/4 AR450 Hard Ox, Suspension, Single point spring ride 50,000 #capacity, Wheels 8.25 X 24.5 steel disc, Tires (8) 11R24.5, Brakes Full Air ABS, Rear gate Hi lift 81" clearance, Supports, Drop leg, Paint White, Tarp electric flip with winyl tarp for asphalt, Electic gate operation electric from cab	32,500.00	95,550.00
		(Discount 2%) DISCOUNT: 1950		
3.00	EACH	Electric Flip Tarp Vinyl	4,600.00	10,350.00
		(Discount 25%) DISCOUNT: 3450		
3.00	EACH	Gate Operaton from Cab	750.00	1,687.50
		(Discount 25%) DISCOUNT: 562.5		
3.00	EACH	Option for 1/2 Round Design	6,000.00	13,500.00
		(Discount 25%) DISCOUNT: 4500		
3.00	EACH	Freight per Trailer	997.50	2,992.50
		Account No	Encumbrance	
		7-1303-431-00-123-122-0-751	124,080.00	
			Freight	.00
			Total	124,080.00

Authorized By: _____

2017 CPS
Steel End dump
Half round

BuyBoard Contract : 516-16

- **Length: 32'**
- **Width: 102" axles Fenders to cover tire**
- **Side height: 48"**
- **½ Round design built with ¼ AR450 Hard Ox**
- **Suspension: Single point spring ride 50,000# capacity**
- **Wheels: 8.25 x 24.5 steel disc**
- **Tires: (8) 11R24.5**
- **Brakes: Full air ABS**
- **Rear gate: Hi lift 81" Clearance**
- **Supports: Drop leg**
- **Paint: white**
- **Tarp electric flip with vinyl tarp for asphalt**
- **Electric gate operation electric from cab**

Base trailer:	**32,500.00 2% discount**	**31,850.00**
Options		
Electric flip tarp vinyl	**4,600.00 25% discount**	**3,450.00**
Gate Operation from cab	**750.00 25% discount**	**562.50**
Option for ½ round design	**6,000.00 25% discount**	**4,500.00**
Price per unit is		**40,362.50**
Freight per trailer 997.50		**2,992.50**

Total for all 3 including delivery is 124,080.00

I do have 2 in stock as of today 6-27-17

The trailers have a 1 year warranty from the date of purchase

PERFORMANCE TRAILER - CLEVELAND

1287 U.S. Highway 59 North, Cleveland, Texas 77328

Phone: (281) 593-8989

BUYER'S ORDER

Date Prepared: 07-18-2017 Delivery Date: 07-18-2017 Salesman: Ronnie Bailey Branch: Performance Trailer - Cleveland

Purchaser: Hildago County Telephone: Fax:

Mailing Address: City: State: TX Zip: County:

Physical Address: City: State: TX Zip: County:

Description: NEW 2017 MANAC END DUMP, Unit ID # 221846

NOTE: Sales tax may apply but is not included in this quote.

VIN: 5MC423215H3163983 Comments: Vocation Code:

Purchaser's Agent: Hector Garcia Title: License Type: Apportioned Account #

LICENSE - TITLE INFORMATION

Months: 12 Tractor: Truck: Trailer: X Body Type: N/A Color: WHI Tons: GCW: 80000

Apportioned: X IMC # Combination: Com'l: Token Trailer: Gas: Diesel: X

INSURANCE INFORMATION

AGENCY:

NAME: PHONE:

LIEN INFORMATION

NAME: LIEN DATE:

ADDRESS: PHONE:

CITY, STATE, ZIP:

COMMENTS:

AMOUNT: NAME:

ADDITIONAL INFORMATION

SELLING PRICE	40,242.50
ACCESSORIES	-
CASH PRICE W/ACCESS.	40,242.50
TRADE IN ALLOWANCE	-
NET CASH DIFFERENCE	40,242.50
FEDERAL RETAIL EXCISE TAX	-
NET PRICE	**40,242.50**
STATE SALES TAX	-
LICENSE MO. & FEE (APR)	5.00
TITLE FEE (INCLUDES $5 TAG FEE)	
COMMERCIAL INSPECTION FEE	40.00
DEALER'S INVENTORY TAX	-
DOCUMENTARY FEE*	75.00
EXTENDED WARRANTY	-
SUBTOTAL	40,362.50
BALANCE OWED ON TRADE	-
SUBTOTAL	40,362.50
PREPAYMENT	-
BALANCE DUE UPON DELIVERY	40,362.50

DISCLAIMER OF WARRANTY

Any warranties on the products sold hereby are those made by the manufacturer. The seller, CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

* A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

Vehicle(s) are subject to prior sale and will not be held more than five working days.

PURCHASER _____

SALESPERSON _____

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER.

ACCEPTED BY _____

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:
2017-238178
Date Filed:
07/18/2017
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Performance Truck
Cleveland, 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 Purchasing Dept

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.
346439
Semi Trailers

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.

MARSHA S. JOHNSON
MY COMMISSION EXPIRES
April 4, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ronnie Bailey, this the 18th day of July, 20 17, to certify which, witness my hand and seal of office.

MARSHA S. JOHNSON

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Sale, Coordinator

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:
2017-238178

Date Filed:
07/18/2017

Date Acknowledged:
07/19/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Performance Truck
Cleveland, 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 Purchasing Dept

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.

346439
Semi Trailers

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

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Vendor Contract Information

Back

Searches:

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Eurz vh#Frqwudfw

Vhdufk=#

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Yhqgruw
Performance Truck[X]
Sulfh#Udqjh
Show all prices
Fdwhjru|
None Selected
Frqwudfw
None selected

Dgglwrqdd#Uhvrxufhv

Vendor Name:	Performance Truck
Address:	1287 US Hwy 59 North Cleveland, TX 77328
Phone Number:	(713) 844-7161
Alternate Phone Number	(361) 798-0902
Email:	pfredrich@performancetruck.com
Website:	http://www.performancetruck.com
Federal ID:	74-1921037
Contact:	Preston Fredrich/Ronnie Bailey
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	Yes
Contract Name:	Trailers
Contract Description:	Full line of utility, tag, gooseneck, belly dump, pup trailers
Contract#:	516-16
Effective Date:	12/01/2016
Expiration Date:	11/30/2019
Payment Terms:	Due upon delivery
Delivery Days:	60
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 the Vendor response document, and can be found in the Vendor Proposal File link near the bottom of th page.
Quote Reference Number:	516-16
Return Policy:	All orders are non-cancelable
Additional Dealers:	Performance Truck locations in: Buda TX, Victoria TX, San Antonio TX, Baytown 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**
Proposal Files:	**Click to view Vendor Proposal Files Documents**

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Hp dlo#DqirC ex|erdug1frp
Z hdfrp h#Hector ^#Orj#Rii#'#

Search Results

Searches:

Vhdufk#e|#Yhqgru

Eurz vh#Frqwudfw

Vhdufk=#

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Yhqgruw
Performance Truck[X]
Sulfh#Udqjh
Show all prices
Fdwhjru|
None Selected
Frqwudfw
None selected

DqglWrqdd#Uhvrxufhv

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Add
Performance Truck	2% Discount Off Performance Truck PTTT01 pricelist for Transfer Trailer (75 to 115 cubic yard or other similar containers). Line Item 27	Pricing Sheet	$0.00		Sh
Performance Truck	Per Mile Delivery Fee for Kenworth Vehicles Line Item 277	N/A	$1.25		Sh
Performance Truck	Not to Exceed Hourly Labor Rate for Repair/ Service of Kenworth vehicles Line Item 276	N/A	$120.00		Sh
Performance Truck	Kenworth Model W900S Super Dump Line Item 268	N/A	$91,569.00		Sh
Performance Truck	Kenworth Model W900L Line Item 267	N/A	$89,845.00		Sh
Performance Truck	Kenworth Model W900B Extended Day Cab Line Item 266	N/A	$86,642.00		Sh
Performance Truck	Kenworth Model T880 Line Item 263	N/A	$84,165.00		Sh
Performance Truck	Kenworth Model T800W Wide Hood Line Item 262	N/A	$90,524.00		Sh
Performance Truck	Kenworth Model T470 Medium Duty Line Item 257	N/A	$66,589.00		Sh
Performance Truck	Kenworth Model T440 Medium Duty Line Item 255	N/A	$66,700.00		Sh
Performance Truck	35% Discount Off Performance Truck pricelist Kenworth Original Equipment Manufacturer (OEM) Options Line Item 269	N/A	$0.00		Sh
Performance Truck	25% Discount Off Performance Truck PTTAG01 pricelist for Trailers - Optional Equipment and Upgrade Options Line Item 46	Pricing Sheet	$0.00		Sh
Performance Truck	25% Discount Off Performance Truck PTLH01 pricelist for Trailers - Optional Equipment and Upgrade Options Line Item 46	Pricing Sheet	$0.00		Sh
Performance Truck	25% Discount Off Performance Truck PTHYD01 pricelist for Trailers - Optional Equipment and Upgrade Options Line Item 46	Pricing Sheet	$0.00		Sh
Performance Truck	25% Discount Off Performance Truck PTHT01 pricelist for Trailers - Optional Equipment and Upgrade Options Line Item 46	Pricing Sheet	$0.00		Sh
Performance Truck	25% Discount Off Performance Truck PTFB01 pricelist for Trailers - Optional Equipment and Upgrade Options Line Item 46	Pricing Sheet	$0.00		Sh
Performance Truck	25% Discount Off Performance Truck PTED01 pricelist for Trailers - Optional Equipment and Upgrade Options Line Item 46	Pricing Sheet	$0.00		Sh
Performance Truck	25% Discount Off Performance Truck PTBD01 pricelist for Trailers - Optional Equipment and Upgrade Options Line Item 46	Pricing Sheet	$0.00		Sh
Performance Truck	2% Discount Off Performance Truck PTTAG01 pricelist for Tag Trailer (18,000 to 40,000 lb. Load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Line Item 38	Pricing Sheet	$0.00		Sh
Performance Truck	2% Discount Off Performance Truck PTLH01 pricelist for Rigid Gooseneck Trailer (70,000 to 100,000 lb. Load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Line Item 39	Pricing Sheet	$0.00		Sh
Performance Truck	2% Discount Off Performance Truck PTLF01 pricelist for Live Bottom Trailers, Accessories and	Pricing Sheet	$0.00		Sh

Vendor	Description	Pricing Sheet	Price	Qty	Adc
	Attachments (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Line Item 33				
Performance Truck	2% Discount Off Performance Truck PTHYD01 pricelist for Hydraulic Detachable Gooseneck Trailer (70,000 to 100,000 lb. load capacity concentrated in any 16' rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Line Item 40	Pricing Sheet	$0.00		Sh
Performance Truck	2% Discount Off Performance Truck PTHT01 pricelist for Rigid Gooseneck Trailer (70,000 to 100,000 lb. Load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Line Item 39	Pricing Sheet	$0.00		Sh
Performance Truck	2% Discount Off Performance Truck PTFB01 pricelist for All Other Trailers Line Item 45	Pricing Sheet	$0.00		Sh
Performance Truck	2% Discount Off Performance Truck PTED01 pricelist for End Dump Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, min. 10 gauge floor, min. 12 gauge sides). Line Item 43	Pricing Sheet	$0.00		Hi

Extended Product Information

Reference Number: 516-16

Vendor Website: http://www.performancetruck.com

Full Description: 2% Discount Off Performance Truck PTED01 pricelist for End Dump Trailer (various cubic yard sizes, DO approved lights and standard manufacturer's equipment, min. 10 gauge floor, min. 12 gauge sides). Line I

Showing 1 to 25 of 32 entries

First Previous 1 2 Next Last

Frqwdfw#xv#;3309<805<4<#

Item #43

Catalog

PTED01

PTED01

PERFORMANCE TRAILER - CLEVELAND

1287 U.S. Highway 59 North, Cleveland, Texas 77328

Phone: (281) 593-8989

BUYER'S ORDER

Date Prepared: 03-28-2016 Delivery Date: 01-00-1900 Salesman: Ronnie Bailey Branch: Performance Trailer - Cleveland

Purchaser: Telephone: Fax:

Mailing Address: City: State: TX Zip: County:

Physical Address: City: State: TX Zip: County:

Description: NEW 2017 CPS STEEL END DUMP

NOTE: Sales tax and license fee may apply but are not included in this quote.

VIN: TO ORDER Comments:

Purchaser's Agent: Title: License Type: Apportioned Account #

LICENSE - TITLE INFORMATION

Months: 0 Tractor: Truck: Trailer: X Body Type: N/A Color: Tons: GCW: 80000

Apportioned: X IMC # Combination: Com'l: Token Trailer: Gas: Diesel: X

INSURANCE INFORMATION

AGENCY:

NAME: PHONE:

LIEN INFORMATION

NAME: LIEN DATE:

ADDRESS: PHONE:

CITY, STATE, ZIP:

COMMENTS:

AMOUNT: NAME:

ADDITIONAL INFORMATION

This quote is for __ units for ASAP build, FOB _____.

Pricing is good through _____.

SELLING PRICE	32,500.00
ACCESSORIES	-
CASH PRICE W/ACCESS.	32,500.00
TRADE IN ALLOWANCE	-
NET CASH DIFFERENCE	32,500.00
FEDERAL RETAIL EXCISE TAX	-
NET PRICE	**32,500.00**
STATE SALES TAX	-
LICENSE MO. & FEE	-
TITLE FEE (INCLUDES $5 TAG FEE)	5.00
COMMERCIAL INSPECTION FEE	40.00
DEALER'S INVENTORY TAX	-
DOCUMENTARY FEE*	75.00
EXTENDED WARRANTY	-
SUBTOTAL	32,620.00
BALANCE OWED ON TRADE	-
SUBTOTAL	32,620.00
PREPAYMENT	-
BALANCE DUE UPON DELIVERY	32,620.00

DISCLAIMER OF WARRANTY

Any warranties on the products sold hereby are those made by the manufacturer. The seller, CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

* A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

Vehicle(s) are subject to prior sale and will not be held more than five working days.

PURCHASER _____

SALESPERSON _____

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER.

ACCEPTED BY _____

PTED01

manac

QUOTATION

Customer : PERFORMANCE TRAILER
1287 US HWY 59N

CLEVELAND 77328
Contact: Ronnie Bailey
Phone: 281-593-8888
Fax: 281-592-1105

THIS QUOTATION HAS BEEN PRINTED BY	DATE	PAGE
Zachary Hall at 09:51	2016/03/23	1 of 2

QUOTATION #	MODEL
174981(01)	46238AA00 DUMPER BATHTUB, WITHOUT FRAME
QUANTITY: 1	

PAYLOAD	PROVINCE OF OPERATION
GENERAL	USA

ITEM	DESCRIPTION
TYPE	SEMI-TRAILER LIGHTWEIGHT END DUMP (capacity of 29 cubic yards to top of bang boards)
LENGTH	38'-0" Lightweight end dump
WIDTH	96" wide body, 102" wide suspension
HEIGHT	41" side height with a 6" bang board
SUB-STRUCTURE	
FIFTH WHEEL	Fully oscillating 1/4"
GATE STYLE	Top swing
BANG BOARDS	Wood bang boards
FENDERS	Rear steel fenders
SIDE MATERIAL	10 guage GR80 sides
FLOOR MATERIAL	10 gauge GR80 floor
NOSE AND GATE	Nose - 10 guage GR80 steel Gate - 10 guage GR80 steel
TOP RAIL	6" X 4" X 3/16" GR70 tubing
DRAFT ARM	5" X 3" X 3/16" steek draft arms w/drop legs
HOIST	Delete Hydraulic hose add 1" male fitting
TARPING SYSTEM	
TARP STYLE	
ELECTRICAL	Custom fit and fully sealed
MAIN SYSTEM (LIGHT KIT)	LED
AXLE QTY	Tandem
AXLES	(2) 25,000 lb 102" wide. 5" tubular with 16 1/2" X 7" cam brakes centrifuge hub and drum
SUSPENSION	Hutch H900 Single point 44K suspension
TIRE SIZE	24.5 Hub Piloted (plant choice radials)
EXTERIOR WHEEL	11R24.5 16PLY W/STEEL WHEEL
INTERIOR WHEEL	11R24.5 16PLY W/STEEL WHEEL
GATE CONTROL	Manual
AIR VALVES (ABS)	ABS brakes on one axle 2 sensors and (1) modulator valve.
FINISHING (PAINT)	Urethane paint (White) and epoxy primer
ANNEX(ES) ATTACHED	

INITIALS : _____

Performance Trailer

BuyBoard

Price List

Catalog #	Description	List Price	% of discount
PTTT01	trash transfer trailer	60,620.00	2%
PTLF01	Live floor transfer	73,620.00	2%
PTTAG01	Pintle hitch Tag	18,870.00	2%
PTHT01	Hydraulic flip tail lowboy	62,250.00	2%
PTLH01	Rear Load lowboy	27,120.00	2%
PTHYD01	Hydraulic detach Lowboy	55,400.00	2%
PTBD01	Steel Bottom Dump	31,870.00	2%
PTED01	38'Steel End Dump	32,500.00	2%
PTFB01	Steel 48' Flat bed	29,352.07	2%

516-16

PTED01 Options

Discount 25%

Electric Sliding bow tarp mesh	$4,400.00
Electric Sliding bow tarp vinyl	$ 4,800.00
Electric flip tarp mesh	$ 4,200.00
Electric flip tarp vinyl	$ 4,600.00
Gate Operation from cab	$ 750.00
Option for 1/2 round	$ 6,000.00

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

☐ **No**; Deviations
☒ **Yes**; Deviations

List and fully explain any deviations you are submitting:

See Attached

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☒ Prepaid and Add to Invoice ☐ Other:
2.75 Per Mile

2. Payment Terms: ☐ Net 30 days ☐ 1% in 10/Net 30 days ☒ Other:
Payment Due upon Delivery

3. Number of Days for Delivery: ASAP ARO

4. Vendor Reference/Quote Number: 516-16

5. State your return policy:

All Orders are non-cancelable

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☐ No

Performance Truck
Company Name

Signature of Authorized Company Official

Dayne Yeager
Printed Name

RE: Attachment for deviations

The ability to price and sell trailers that are not listed on the buy board bid package. And be able to quote unpublished specifications on any trailer.

Username Password

Log In

Forgot Username? Forgot Password? Create an Account

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Cleveland Mack Sales, Inc.

DUNS: 087727186 CAGE Code: 3CFZ4

Status: Active

1263 US Hwy 59 N
Cleveland, TX, 77327-2877 ,
UNITED STATES

Expiration Date: 09/16/2017

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: Cleveland Mack Sales, Inc.
Doing Business As: Performance Truck
Business Type: Business or Organization
Last Updated By: Bobbie Faulkner
Registration Status: Active
Activation Date: 09/20/2016
Expiration Date: 09/16/2017

Exclusion Summary

Active Exclusion Records? No

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

AI-60812 **Purchasing Department** **25. F. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Heidi Ortiz, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request by Pct. #4 to authorize the publication of sealed bids for the construction of the 10th Street Project with procurement packet along with Plans, Specifications & Estimates [PS&E] developed/drafted through project architect, L&G Engineering and subject to TxDOT approval prior to release of bid packets.

BACKGROUND

The ad dates and release dates are all contingent on TXDOT approval of P S & E portion of the packet.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-540

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

BUDGETARY IMPACT:

PO #754942 for The Monitor; funds available as of 7-21-17 in relation to advertising expenses for Pct. 4 projects.

Attachments

Dept. Request

Standard County Bidding Schedule

L & G Schedule

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/21/2017 01:22 PM
Budget & Management	Veronica Ortiz	07/21/2017 01:35 PM
Ivan Cantu	Ivan Cantu	07/21/2017 02:00 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Marty Salazar		Started On: 07/20/2017 05:36 PM
Final Approval Date: 07/21/2017		

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

Re: Authority to Advertise- Precinct 4 10th Street Project

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Thu, Jul 20, 2017 06:34 PM

Subject : Re: Authority to Advertise- Precinct 4 10th Street Project

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Cc : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>, stan ramos <stan.ramos@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Good Afternoon Ms. Marty,

As per Commissioner we would like to request this item be on agenda for the 25th of July.

Engineer for said project is L&G.

Thank you for all your help!

Sent from my iPhone

On Jul 20, 2017, at 5:45 PM, Martha Salazar <martha.salazar@co.hidalgo.tx.us> wrote:

> Ms. Lulu:
> Are you looking to place on HCCC meeting agenda of 08-08-17? What engineering firm is hired to draw up the plans/specs./etc.? Do we have a contract with L&G for this project already?
> Thanks,

Marty

PS Began the regular agenda item #60812. It is dated automatically for 08-08-17 as deadline for 07-25-17 has passed.

From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>
Sent: Thursday, July 20, 2017 5:13:08 PM
Subject: Authority to Advertise- Precinct 4 10th Street Project

Good Afternoon Ms. Marty,

Precinct 4 would like to proceed with the procurement process for the **construction** of this project.
I would like to request a buyer so that we may be assigned a bid number for advertisement purposes.

I would also like to request an agenda item for the authority to advertise for this project (subject to TXDOT's letter of approval) for next Commissioners Court.

Please be advised that this process is separate from the inspection and construction materials testing procurement aspect that must follow another guideline.

Thank you in advance for all your assistance, please let me know if you need anything else.

Respectfully,

Lulu Mayorga, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RFB No.: 2017-218-08-16-HGO - "Construction of 10th Street Project

From : Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us> Fri, Jul 21, 2017 10:29 AM

Subject : RFB No.: 2017-218-08-16-HGO - "Construction of 10th Street Project

To : Maria Lucio <maria.lucio@co.hidalgo.tx.us>

Cc : Steven Cruz <steven.cruz@co.hidalgo.tx.us>, Robert Macheska <rmacheska@lgengineers.com>, Arnold Cortez <acortez@lgengineers.com>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Honorable Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>

Good morning:

I have been assigned the above-listed project and I have listed a tentative schedule for the project. If the schedule needs adjusting, please let me know as soon as possible.

07-29-17 - First ad
08-05-17 - Second ad
08-07-17 - Pre-Bid
08-09-17 - Questions due
08-11-17 - Answers due
08-16-17 - Bid opening

Sincerely,

Heidi Garcia Ortiz
--

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

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: RFB No.: 2017-218-08-16-HGO - "Construction of 10th Street Project

From : Arnold Cortez <acortez@lgengineers.com> Fri, Jul 21, 2017 10:56 AM

Subject : RE: RFB No.: 2017-218-08-16-HGO - "Construction of 10th Street Project

1 attachment

To : Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us>, Maria Lucio <maria.lucio@co.hidalgo.tx.us>

Cc : Steven Cruz <steven.cruz@co.hidalgo.tx.us>, Robert Macheska <rmacheska@lgengineers.com>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Honorable Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>

Good Morning,
I am attaching a Bidding and Contracting schedule that TxDot is working with. Please use these dates.

Arnold Cortez, P.E.
Senior Engineer QCQA

www.lgengineers.com
900 South Stewart Road Suite 10
Mission, Texas 78572
Office (956) 585-1909
Fax (956) 585-1927

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From: Heidi Garcia Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Friday, July 21, 2017 10:29 AM
To: Maria Lucio
Cc: Steven Cruz; Robert Macheska; Arnold Cortez; Martha Salazar; Dina Trevino; Darlene H. Betancourt;

Honorable Joseph Palacios

Subject: RFB No.: 2017-218-08-16-HGO - "Construction of 10th Street Project

Good morning:

I have been assigned the above-listed project and I have listed a tentative schedule for the project. If the schedule needs adjusting, please let me know as soon as possible.

07-29-17 - First ad
08-05-17 - Second ad
08-07-17 - Pre-Bid
08-09-17 - Questions due
08-11-17 - Answers due
08-16-17 - Bid opening

Sincerely,

Heidi Garcia Ortiz
--
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

10th Street EXT Schedule.pdf
103 KB

Hidalgo County Bidding and Contracting Procedures (REVISED) For the 10th Street Extension Project

Limits: From SH 107 To FM 1925 (Monte Christo Road)

Hidalgo County intends to award a contract for construction of the 10th Street Extension Project. The Bid Document Preparation, Letting/Award and Contract Execution will be in accordance with the Texas Department of Transportation (TxDOT) Local Government Project Procedures (LGPP). Hidalgo County's plan for advertising, bidding, and awarding a construction contract for the 10th Street Extension Project is as follows:

Environmental Clearance (CE)

1. Environmentally Cleared (FONSI) on December 5, 2014.

PS&E Completion

1. L&G Engineering QC/QA of 95% PS&E submittal *April 12, 2017).*

2. Submit 100% PS&E and contract documents for FHWA and TxDOT *(~~June 12, 2017~~) (July 18, 2017).*

   ~~a.~~ Address comments and submit revised plans to the FHWA and TxDOT *(~~May 26, 2017~~) (No More Comments on 100%)*

Bidding Process

3. Create Bidding and Contracting Procedures Plan *(April 3 - 12, 2017).*

   a. Submit Plan to TxDOT for Review and Approval *(April 12, 2017).*

   b. Address TxDOT comments to Plan *(June 16, 2017).*

4. Create Newspaper Invitation for Bidding Advertisement Notice *(Advertise from July 29 – August 5, 2017).*

   a. Submit Advertisement Notice to TxDOT for Review and Approval *(July 3, 2017).*

   b. Address TxDOT comments to Advertisement Notice *(July 17, 2017)*

5. Submit advertisement to Newspapers *(July 26, 2017; 12:00 Noon)*
   a. The Monitor *(July 29, August 5, 2017).*
   b. *Post advertisement to* www.co.hidalgo.tx.us *(July 31, 2017).*

6. Conduct a Pre-Bid Meeting *(August 21, 2017).*

7. Prepare and issue addendum, if necessary, with TxDOT concurrence. *(August 7 – August 22, 2017).*

8. Maintain a Bid Received log *(August 7 – August 30, 2017).*

9. Field questions from bidders in writing ONLY from *(August 7 – August 22, 2017).*

10. Bidding Closes *(August 30, 2017; 3:00pm).*

11. Host Bid Opening *(August 30, 2017; 3:01pm)*

12. Review bids to assure required documents included *(September 4 – September 5, 2017).*

13. Prepare bid tabulation and review *(September 6 – September 8, 2017).*

14. Verify apparent low bidder references and Bid Bond (*September 11 – September 13, 2017).*

15. Provide copies of bid proposals and sign-in sheets to TxDOT *(September 14, 2017).*

16. Hidalgo County will submit to TxDOT for concurrence *(September 14, 2017).*

a. TxDOT review *(September 15 – October 13, 2017).*

b. TxDOT Concurrence (*October 16, 2017).*

c. Hidalgo County Commissioners' Court Approves Contract *(October 24, 2017).*

d. Award Project to Contractor *(October 24, 2017).*

17. Submit Notice of Award to Contractor with request for Payment/Performance Bond and Insurance Documents *(October 25, 2017).*

18. Review Contractor's contract bond and insurance submittals *(October 30 – Nov 2, 2017).*

19. Prepare complete contract document package *(November 6 -10, 2017).*

20. Contractor executes the contract *(November 16, 2017).*

21. Hidalgo County executes the contract *(November 21, 2017).*

22. Submit executed package to Contractor *(November28, 2017).*

23. Schedule a Preconstruction meeting *(December 5, 2017).*

24. Ground Breaking *(December 12, 2017).*

AI-60794 **Purchasing Department** **25. F. 2.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of *Change Order No. 5* to [*extend the term an additional six (6) days]* with in connection to agreement #C-16-145A-07-19 with RG Enterprises, LLC. dba, G&G Construction as [*reviewed/recommended by project architect Mata-Garcia Architects, LLP*] for ongoing project: ["Landscape/Structural and Irrigation Construction for the San Carlos CRC"] in Precinct 4 and subject to HB1295 when and if applicable.

BACKGROUND

CO#3-G&G Contractors

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1345-419-40-124-123-0-740

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

BUDGETARY IMPACT:

PO #748664 for RG Enterprises, LLC d/b/a G & G Contractors, LLC; funds available as of 7-21-17.

Attachments

CO5-G&G Contractors (SanCarlos Landscaping)-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/21/2017 10:31 AM
Budget & Management	Veronica Ortiz	07/21/2017 10:56 AM
Ivan Cantu	Ivan Cantu	07/21/2017 01:24 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Letty Saenz		Started On: 07/20/2017 02:24 PM
Final Approval Date: 07/21/2017		

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 005	OWNER: ☒
San Carlos CRC Landscaping*Retaining Wall*Irrigation Project San Carlos, Texas	**DATE:** July 18, 2017	ARCHITECT: ☒
		CONTRACTOR: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 201605	FIELD: ☐
G&G Contractors 711 E. Wisconsin Rd, Edinburg, Tx	**CONTRACT DATE:** September 25, 2016	
	CONTRACT FOR: General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Deduction from the Contingency Allowance of $10,000.00 for (a) repairs to the sprinkler system lines that were damaged by other non-contract crews working to repair a sewer line in the amount of $775,00 and (b) labor to replace a dead oak tree along the line of trees served by the damaged sprinkler line noted in item "a" in the amount of $535.00; a total of $1,310.00 Contingency Allowance of $10,000.00 - $1,310.00 = Contingency Fund Balance of $8,610.00.

The original Contract Sum was	$	228,747.39
The net change by previously authorized Change Orders	$	57,000.00
The Contract Sum prior to this Change Order was	$	285,747.39
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	285,747.39

The Contract Time will be increased by Six (6) days.
The date of Substantial Completion as of the date of this Change Order therefore is July 21, 2017 at 5:00PM

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Mata+Garcia Architects LLP	G&G Contractors	County of Hidalgo Pct. 4
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
1314 Ivy Avenue, McAllen, Texas 78501	711 East Wisconsin, Edinburg, Tx. 78539	1051 N. Doolittle Rd.Edinburg, Tx. 78542
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Hector Rene Garcia	Rene Garza	
(Typed name)	*(Typed name)*	*(Typed name)*
July 19, 2017	July 19, 2017	
DATE	**DATE**	**DATE**

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User Notes:
(1446138485)

Greenthumb Landscaping
5212 N Jackson Rd.
Edinburg,TX 78541

Estimate

Date	Estimate #
7/17/2017	1971

Name / Address
G&G Contractors San Carlos Community Change Order Att:Manuel

Rep

Item	Description	Qty	Cost	Total
Sprinkler	Sprinkler Repair line /System damaged by other at San Carlos Community Center And Replace Dead Oak Tree			0.00T
Installation & Labor	Labor for a 4 man crew 8 hours		535.00	535.00T
Sprinkler	Sprinkler Materials		200.00	200.00T
Installation & Labor	New Oak Tree		450.00	450.00T
Landscaping	Labor to remove and replace Oak Tree		125.00	125.00T
	Sales Tax		0.00%	0.00

Total $1,310.00

Phone #	Fax #
956-380-2289	956-381-8631

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:
2017-239373

Date Filed:
07/20/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RG Enterprises, LLC dba G&G Contractors
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-145-04-13-MSS
Precinct No. 4-Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project-Change Order # 5

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Rene	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

IRMA H. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
March 25, 2018

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Rene Garza, this the 20 day of July, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Irma H Rodriguez Printed name of officer administering oath	Notary 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:
2017-239373

Date Filed:
07/20/2017

Date Acknowledged:
07/20/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RG Enterprises, LLC dba G&G Contractors
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-145-04-13-MSS
Precinct No. 4-Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project-Change Order # 5

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Rene	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-60713 **Purchasing Department** **25. F. 3.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Recommendation to take action to "cease" negotiations with the number one [#1] ranked firm, Milnet Architectural Services, PLLC in connection with the "Design and Construction of Brewster Park" (located near intersection of U.S. 281 and FM 1017 in Edinburg, Texas) within Hidalgo County Precinct No. 4 as original budget has been significantly reduced and ILA between Hidalgo County Pct. 4 and Edinburg CISD expired on 06-01-17;

B. Approval to send official notice to the other two ranked firms of the circumstances preventing the moving forward of this project.

BACKGROUND

CC minutes 01/10/17 - selected/ranked #1 Firm - Milnet Arcitectural Services PLLC

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item does not require a fiscal impact disclosure.

Attachments

CC mins 011017/Grid-Ranking#1 Firm-Milnet

Email request by Precinct 4-Cease

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/19/2017 04:30 PM
Budget & Management	Veronica Ortiz	07/20/2017 08:47 AM
Merlen P. Munoz	Merlen P. Munoz	07/21/2017 03:20 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Letty Saenz		Started On: 07/17/2017 11:28 AM

Final Approval Date: 07/21/2017

SPECIAL MEETING - January 10, 2017

BE IT REMEMBERED, that on this 10th day of January A.D., 2017, 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 DAVID FUENTES	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
January 10, 2017
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**

Virginia Townsend led the courtroom in Prayer.

4. **Approval of Consent Agenda**

Court approved the consent agenda for the exception of Consent Agenda Item.14.M. to be pulled for further discussion.

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

A. **AI-58012** Recognition of the UT-RGV Medical School Inaugural Class

Commissioners Court recognized the fifty-four medical students admitted to the UTRGV School of Medicine. According to Judge Garcia, 2,700 students applied and only 55 were admitted to the medical program, this will be the future class of 2020.

The students are expect to complete the first two years in the Edinburg campus and then transfer to Harlingen.

Vice President for Governmental and Community Relations Veronica Gonzalez described the students as "not only book smart, but who are compassionate and have the sincere desire to improve the lives and the health of our society by serving as physicians".

Court recessed regular meeting and proceeded back to drainage district.

6. **District Attorney's Office:**

A. **AI-57879** 1. DA Check Fraud (1222):
Approval of 2017 appropriation of funds for the DA-Check Fraud (1222) budget.
2. DA- Investigation HB 65 Ch. 59 (1223):
Approval of 2017 appropriation of funds for the DA-CCP 59 (1223) budget.
3. DA Pre-Trial (1225):
Approval of 2017 appropriation of funds for the DA-Pretrial (1225) budget.
4. DA-US Justice (1256):
Approval of 2017 appropriation of funds for the DA-US Justice (1256) budget.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval on 1 to 4.

Vote: 5 - 0 – Unanimously

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

D. **AI-57787** Authorization to submit the Economically Disadvantaged County (EDC) Program Application and Affidavit for the FM907 (Nolana-IH2) Project, CSJ 1586-01-069, with authority for County Judge to sign all required documentation.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

E. **Budget Appropriations:**

1. **AI-57873** CO2014-Pct 4 (1345):
Approval of 2017 appropriation of funds into CO2014-Pct 4 in the amount of $250,000.00 to fund anticipated expenditures.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

22. **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-57886** Acceptance and approval of the final negotiated contracts and/or documents between Hidalgo County and Aetna Life Insurance Co., and Dearborn National (No. 1 ranked providers) for the "Third Party Administration Individual Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment", with authority for County Judge to sign all required documents.

Commissioner Fuentes abstained from voting on this item.

On motion by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 -Unanimously

2. **AI-57863** Requesting approval of an "Amendment" to contract #16-236-08-23 between HC and IMS for the provision of the Warrant Card Project -Printing & Mailing Services to reflect the deletion of vendor obligation to secure postage and impose vendor obligation to mail using HC Postage Permit as detailed in document attached herein and compliance with form 1295 when and if applicable.

On motion by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 -Unanimously

3. **AI-57870** A. Acceptance of Quote #00001409 from HART InterCivic, awarded vendor, through BuyBoard Coop. Program Contract #460-14 Voting Equipment [as approved by state of Texas Certification Process] including the Contract document [reviewed/approved as to form by HC-DA/Civil Section] with authority to purchase same through a submitted Electronic Requisition and processed Purchase Order System in the amount of $5,491,500.00 [with details on both the Contract document and/with attached Quote herein] and approval to have County Judge to execute HART Interactive Contract Documents and subject to compliance with form 1295 and any other statutory/policy requirements, if and when applicable;

Yvonne Ramon, Elections Administrator, stated that the decision to recommend HART InterCivic as the new voting equipment partner has been an ongoing process with a lot of research. Underlining that the starting point was in 2014, staying as ES&S customers for all these years. However, according to Mrs.

B. **Pct. 1**

1. **AI-57884** Approve a request for payment-Application #2 in the amount of $104,125.94 as submitted by IOC Company, LLC #C-16-289-09-06 for the provision of Paving & Drainage Improvements Project to Nittler Road.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

C. **Pct. 4**

1. **AI-57916** Requesting approval of an (On Call) "professional services agreement" with ARANDA & ASSOCIATES, INC. for the purposes of [Surveying Services] for "Road and Bridge, C.I.P. and Other projects in General", located within Hidalgo County Precinct No. 4.

Commissioner Fuentes stepped away from the meeting.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

2. **AI-57975** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional surveying services;

Martha Salazar informed that the word "surveying" was to be delete it, to only be a "professional service".

On motion by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 -Unanimously

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County’s approved “pool” of professional architectural services for: "The Design & Development of Brewster Park" located in Hidalgo County Precinct No. 4:

ARCHITECTURAL FIRMS:

Firm	HDR ARCHITECTS	FULCRUM CONSULTING SERVICES	MILNET ARCHITECTURAL SERVICES
Score by Evaluator 1	92	94	97
Ranking by CC	**3**	**2**	**1**

On motion by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 -Unanimously

APPROVED

c. Authority for the Purchasing Department to negotiate an "AIA" form of agreement for: "The Design & Development of Brewster Park" located in Hidalgo County Precinct No. 4, with the No. 1 ranked firm: **Milnet Architectural Services** for Architectural Services.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

Court proceeded to Item.22.C.E

d. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

Mrs. Salazar read item and action was taken under Item.22.C.2.A

e. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County’s approved “pool” of Engineering Firms for the provision of "professional engineering services" for (On Call) "Engineering Services" for projects located in Hidalgo County

PROFESSIONAL ARCHITECTURAL SERVICES

for

"DESIGN & DEVELOPMENT OF BREWSTER PARK"

HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Engineering Firms

Total Scores	HDR Architects	Fulcrum Consulting Services	Milnet Architectural Services
Evaluator 1	92	94	97
RANKING			

Scoring/Evaluation-completed by HC Precinct No. 4-Lulu Lucio

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Agenda Request from Precinct 4- Brewster Park

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Jul 14, 2017 04:44 PM

Subject : Agenda Request from Precinct 4- Brewster Park

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Cc : joseph.palacios <joseph.palacios@co.hidalgo.tx.us>, Steve Cruz <steven.cruz@co.hidalgo.tx.us>, Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Good Afternoon Ms. Marty,

We would like to request an agenda item to cease negotiations with Milnet Architects for our Brewster Park Project.
At this time we will not be moving forward with said project, and request your assistance with this matter.
The budget for this program has been reduced by 20% (Urban County Program Funds will no longer be used) and the amended ILA has expired as of June 1, 2017.

Additional funding with ECISD in unclear at this time for Brewster Park.
Lastly, we will be working on the second amendment for the ILA once all factors have been addressed.

Should you have any questions require additional information please let me know, thank you.
Have a great afternoon!

Respectfully,

Lulu Mayorga, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

AI-60560 **Purchasing Department** **25. F. 4.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to reject bids received for the J.R. Milo Ponce Memorial Park Improvements thru RFB: 2017-173-06-28-TDL, and that the project be re-advertised at a later date with revised specifications as requested by Commissioner Pct. 4.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co.; project will be re-advertised/

Attachments

Rejection e-mail

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/03/2017 02:20 PM
Budget & Management	Veronica Ortiz	07/03/2017 02:34 PM
Ivan Cantu	Ivan Cantu	07/05/2017 10:35 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Tanya Delira		Started On: 07/03/2017 09:47 AM
Final Approval Date: 07/21/2017		

Zimbra **tanya.delira@co.hidalgo.tx.us**

Milo Ponce Park..

From : Steven Cruz <steven.cruz@co.hidalgo.tx.us> Thu, Jun 29, 2017 08:01 AM

Subject : Milo Ponce Park..

To : martha salazar <martha.salazar@co.hidalgo.tx.us>, Diana Serna <diana.serna@co.hidalgo.tx.us>, Miles Bullion <miles.bullion@gmail.com>

Cc : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Tanya De Lira <tanya.delira@co.hidalgo.tx.us>, Nick Perez <nick.perez@co.hidalgo.tx.us>, maria lucio <maria.lucio@co.hidalgo.tx.us>, regino salinas <regino.salinas@co.hidalgo.tx.us>, Patricio Avila <patricio.avila@co.hidalgo.tx.us>

Good morning,
After speaking with Commissioner yesterday evening, it has been decided that the precinct would like to reject all bids at this time and proceed to re-advertise this project. Thank you for everyone's help in trying to figure out the best solution to resolve this issue. Have a great day.

AI-60749 **Purchasing Department** **25. G. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval for payment of the listed invoices for Constables Pct. 1 and Pct. 3 from Lexis Nexis with authority for the Hidalgo County Treasurer, Hon. Norma G. Garcia to issue payment after review and Auditors processing procedures are completed:

a. Inv. 20161130S in the amount of $582.42
b. Inv. 20161231S in the amount of $582.42
c. Inv. 20170131S in the amount of $582.42
d. Inv. 20170228 in the amount of $582.42
e. Inv. 20170331 in the amount of $582.42
f. Inv. 20170430 in the amount of $582.42

BACKGROUND

1. Contract C-16-313-08-30 & C-16-313A-08-30 approved on 8/1/16 (AI-55869) was not finalized by Lexis Nexis due to lack of documentation not received from the constables office.
2. Contract C-17-087-02-21 & C-17-087A-02-21 approved on 2/21/17 (AI-58459).
3. Constable Pct 1. continued to use the old User name and not the current contract C-17-087-02-21.
4. Constable Pct. 3 did not provide documentation on time for current contract C-17-087A-02-21.
5. Lexis Nexis continued to bill under the old contract C-14-376-10-14 up until April-2017 for both Constable Office.
6. Lexis Nexis billed under C-17-087-02-21 for Constable Pct 1 but credited the account due to no usage.
7. Lexis Nexis has cancelled the old account and has provided a new agreement for Constable Pct 3 to create an account for the office.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-29X-001-0-340

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

BUDGETARY IMPACT:

Constable Pct 1 - PO 756468-$1,800
Constable Pct 3 - PO 755419-$2,520.00

As per the Purchasing Dept, total amount of invoice to be split between Constable Pct 1 & Constable Pct 3. Each Constable's office will pay 1.5 users at $194.14/user/month, total

monthly per Constable Office is $291.21.

Attachments

INV. 20161130
INV. 20161231
INV. 20170131
INV. 20170228
INV. 20170331
20170430

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/19/2017 04:35 PM
Budget & Management	Veronica Ortiz	07/20/2017 08:51 AM
Merlen P. Munoz	Merlen P. Munoz	07/21/2017 04:29 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Rocio Villarreal		Started On: 07/18/2017 03:55 PM
Final Approval Date: 07/21/2017		

LexisNexis®

28330 Network Place
Chicago, IL 60673-1283
(866) 528-0570
LexisNexis, a division of Reed Elsevier Inc
For itself or its affiliates

HIDALGO COUNTY CONSTABLES
Attn : Joe Espinosa
PO BOX 207
EDINBURG, TX 78540 USA

Invoice Statement

Due Date: 12/20/2016

Amount Due: USD $582.42

Invoice Number	**12802H-20161130S**
Statement Date	**Apr 06, 2017**
Billing ID	**12802H**
Terms	**Net 20**
Representative	**Sarah McLain**
Billing Period	**11/1/2016 to 11/30/2016**

Invoice Activity

11/30/2016	November 2016 6 user(s) @ $194.14/user	$1,164.84
	Total	$1,164.84

Invoice Payments, Credits & Adjustments

2/16/2017	Risk Credit Portal - Investigative Credit - Nov16	($582.42)
	Total	($582.42)

Invoice Summary

New Activity	$1,164.84
Payments, Credits & Adjustments	($582.42)
Total Due	$582.42

Please include your full invoice number on all remittance to ensure proper credit.

Please Remit Payment To:
LexisNexis Risk Solutions
Billing ID # 12802H
28330 Network Place
Chicago, IL 60673-1283

Questions about your bill?
(866) 528-0570

LNBilling@lexisnexis.com

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HIDALGO COUNTY CONSTABLES
Attn : Joe Espinosa
PO BOX 207
EDINBURG, TX 78540 USA

Invoice Statement

Due Date: 1/20/2017

Amount Due: USD $582.42

Invoice Number	**12802H-20161231S**
Statement Date	**Apr 06, 2017**
Billing ID	**12802H**
Terms	**Net 20**
Representative	**Sarah McLain**
Billing Period	**12/1/2016 to 12/31/2016**

Invoice Activity

12/31/2016	December 2016 6 user(s) @ $194.14/user	$1,164.84
	Total	$1,164.84

Invoice Payments, Credits & Adjustments

2/16/2017	Risk Credit Portal - Investigative Credit - Dec16	($582.42)
	Total	($582.42)

Invoice Summary

New Activity	$1,164.84
Payments, Credits & Adjustments	($582.42)
Total Due	$582.42

Please include your full invoice number on all remittance to ensure proper credit.

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Chicago, IL 60673-1283

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For itself or its affiliates

HIDALGO COUNTY CONSTABLES
Attn : Joe Espinosa
PO BOX 207
EDINBURG, TX 78540 USA

Invoice Statement

Due Date: 2/20/2017

Amount Due: USD $582.42

Invoice Number	**12802H-20170131S**
Statement Date	**Apr 06, 2017**
Billing ID	**12802H**
Terms	**Net 20**
Representative	**Sarah McLain**
Billing Period	**1/1/2017 to 1/31/2017**

Invoice Activity

1/31/2017	January 2017 6 user(s) @ $194.14/user	$1,164.84
	Total	$1,164.84

Invoice Payments, Credits & Adjustments

2/16/2017	Risk Credit Portal - Investigative Credit - Jan17	($582.42)
	Total	($582.42)

Invoice Summary

New Activity	$1,164.84
Payments, Credits & Adjustments	($582.42)
Total Due	$582.42

Please include your full invoice number on all remittance to ensure proper credit.

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Billing ID # 12802H
28330 Network Place
Chicago, IL 60673-1283

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LNBilling@lexisnexis.com

LexisNexis®
28330 Network Place
Chicago, IL 60673-1283
(866) 528-0570

LexisNexis, a division of RELX Inc
For itself or its affiliates

HIDALGO COUNTY CONSTABLES
Attn : Joe Espinosa
PO BOX 207
EDINBURG, TX 78540 USA

Invoice

Current Amount Due	**USD $582.42**
Outstanding Balance	**USD $1,747.26**
Total Balance	**USD $2,329.68**
Invoice Number	**12802H-20170228**
Invoice Date	**Feb 28, 2017**
Billing ID	**12802H**
Terms	**Net 20**
Representative	**Sarah McLain**
Billing Period	**2/1/2017** – **2/28/2017**

Payments, Credits & Adjustments

Date	Invoice Number	Description	Amount
2/2/2017		Check : 447191	($565.47)
2/2/2017		Check : 447192	($565.47)
2/2/2017		Check : 447190	($565.47)
2/16/2017		Risk Credit Portal - Investigative Credit - Nov16	($582.42)
2/16/2017		Risk Credit Portal - Investigative Credit - Dec16	($582.42)
2/16/2017		Risk Credit Portal - Investigative Credit - Jan17	($582.42)
		Total	($3,443.67)

New Activity Summary

Date	Description		Amount
2/28/2017	February 2017 3 user(s) @ $194.14/user		$582.42
		Total Charges	$582.42
		Total Tax	$0.00
12802H-20170228	**Due Date 3/20/2017**	**Total**	$582.42

Account Balance Outstanding

Invoice Date	Due Date	Invoice Number	Invoice Amount	Amount Applied	Invoice Balance
11/30/2016	12/20/2016	12802H-20161130	$1,164.84	($582.42)	$582.42
12/31/2016	1/20/2017	12802H-20161231	$1,164.84	($582.42)	$582.42
1/31/2017	2/20/2017	12802H-20170131	$1,164.84	($582.42)	$582.42
				Prepaid/Unapplied Cash	$0.00
				Account Balance Outstanding	$1,747.26

Please include your full invoice number on all remittance to ensure proper credit.

Questions about your bill?
(866) 528-0570

LNBilling@lexisnexis.com

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LexisNexis Risk Solutions
Billing ID 12802H
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28330 Network Place
Chicago, IL 60673-1283
(866) 528-0570

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For itself or its affiliates

HIDALGO COUNTY CONSTABLES
Attn : Joe Espinosa
PO BOX 207
EDINBURG, TX 78540 USA

Invoice

Current Amount Due	**USD $582.42**
Outstanding Balance	**USD $2,329.68**
Total Balance	**USD $2,912.10**
Invoice Number	**12802H-20170331**
Invoice Date	**Mar 31, 2017**
Billing ID	**12802H**
Terms	**Net 20**
Representative	**Sarah McLain**
Billing Period	**3/1/2017**
	3/31/2017

Payments, Credits & Adjustments

Total	$0.00

New Activity Summary

Date	Description		Amount
3/31/2017	March 2017 3 user(s) @ $194.14/user		$582.42
		Total Charges	$582.42
		Total Tax	$0.00
12802H-20170331	**Due Date 4/20/2017**	**Total**	$582.42

Account Balance Outstanding

Invoice Date	Due Date	Invoice Number	Invoice Amount	Amount Applied	Invoice Balance
11/30/2016	12/20/2016	12802H-20161130	$1,164.84	($582.42)	$582.42
12/31/2016	1/20/2017	12802H-20161231	$1,164.84	($582.42)	$582.42
1/31/2017	2/20/2017	12802H-20170131	$1,164.84	($582.42)	$582.42
2/28/2017	3/20/2017	12802H-20170228	$582.42	$0.00	$582.42
				Prepaid/Unapplied Cash	$0.00
				Account Balance Outstanding	$2,329.68

Please include your full invoice number on all remittance to ensure proper credit.

Questions about your bill?
(866) 528-0570

LNBilling@lexisnexis.com

Please Remit Payment To:
LexisNexis Risk Solutions
Billing ID 12802H
28330 Network Place
Chicago, IL 60673-1283

LexisNexis®
28330 Network Place
Chicago, IL 60673-1283
(866) 528-0570

LexisNexis, a division of RELX Inc
For itself or its affiliates

HIDALGO COUNTY CONSTABLES
Attn : Joe Espinosa
PO BOX 207
EDINBURG, TX 78540 USA

Invoice

Current Amount Due	**USD $582.42**
Outstanding Balance	**USD $2,912.10**
Total Balance	**USD $3,494.52**
Invoice Number	**12802H-20170430**
Invoice Date	**Apr 30, 2017**
Billing ID	**12802H**
Terms	**Net 20**
Representative	**Sarah McLain**
Billing Period	**4/1/2017 – 4/30/2017**

Payments, Credits & Adjustments

Total	$0.00

New Activity Summary

Date	Description		Amount
4/30/2017	April 2017 3 user(s) @ $194.14/user		$582.42
		Total Charges	$582.42
		Total Tax	$0.00
12802H-20170430	**Due Date 5/20/2017**	**Total**	$582.42

Account Balance Outstanding

Invoice Date	Due Date	Invoice Number	Invoice Amount	Amount Applied	Invoice Balance
11/30/2016	12/20/2016	12802H-20161130	$1,164.84	($582.42)	$582.42
12/31/2016	1/20/2017	12802H-20161231	$1,164.84	($582.42)	$582.42
1/31/2017	2/20/2017	12802H-20170131	$1,164.84	($582.42)	$582.42
2/28/2017	3/20/2017	12802H-20170228	$582.42	$0.00	$582.42
3/31/2017	4/20/2017	12802H-20170331	$582.42	$0.00	$582.42
				Prepaid/Unapplied Cash	$0.00
				Account Balance Outstanding	$2,912.10

Please include your full invoice number on all remittance to ensure proper credit.

Questions about your bill?
(866) 528-0570

LNBilling@lexisnexis.com

Please Remit Payment To:
LexisNexis Risk Solutions
Billing ID 12802H
28330 Network Place
Chicago, IL 60673-1283

AI-60806 **Purchasing Department** **25. H. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of scoring grid for the purpose of ranking by Commissioners' Court, responses received in connection with the Request for Proposals for "Online Pharmacy Billing Services" - RFP No.: 2017-149-06-21-HGO.

Participant	Average Score	Ranked
HEB	95.8	
CITIZENS	90.4	
IPM	89.4	

b. Authority for Purchasing Department to commence negotiations with the number one ranked participant _____ in order to finalize a contract for the provisions of Online Pharmacy Billing Services for Hidalgo County Health & Human Services Department, including all applicable agencies and/or programs.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be addressed when final negotiated contract is presented to commissioners court for approval.

Attachments

Scores

Form Review

Inbox **Reviewed By** **Date**

Purchasing - Internal	Marty Salazar	07/21/2017 12:13 PM
Budget & Management	Veronica Ortiz	07/21/2017 01:34 PM
Merlen P. Munoz	Merlen P. Munoz	07/21/2017 02:16 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Heidi Ortiz Started On: 07/20/2017 04:54 PM

Final Approval Date: 07/21/2017

Online Pharmacy Billing Services

Evaluator	HEB	Citizens	IPM
Grader 1	91	85	87
Grader 2	95	87	80
Grader 3	99	92	95
Grader 4	97	95	96
Grader 5	97	93	89
Totals	479	452	447
Average	95.8	90.4	89.4

AI-60763 **Purchasing Department** **25. H. 2.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Hector Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under Local Government Code (262.024 (Section A)(2)) "An item necessary to preserve or protect the public health or safety of the residents of the county";

B. Requesting authority to enter into a Regional Insertion Order Agreement with approval to execute same with National CineMedia, LLC for the Hidalgo County Health & Human Services Department for: On Screen Regional segment advertisement "Theater Advertisement" from 08/11/2017- 9/28/2017 through requisition#346507 in the total amount of $16,216.00 for the purpose of providing Public Health Awareness Outreach Services as necessary to protect the health and safety of the residents of Hidalgo County.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-441-00-340-001-0-540

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

BUDGETARY IMPACT:

Funds available through Req# 346507

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-10-340-061-6-540

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

BUDGETARY IMPACT:

Funds available through Req# 346507

Attachments

Req#346507

Req#346507 Quote

Req#346507 Legal Approval-Agreement

Req#346507 1295

Req#346507 Acknowledged 1295

Req#346507 Duns# National CineMedia

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/20/2017 03:46 PM
Budget & Management	Veronica Ortiz	07/20/2017 03:48 PM
Merlen P. Munoz	Merlen P. Munoz	07/21/2017 01:21 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Hector Garcia		Started On: 07/19/2017 09:47 AM
Final Approval Date: 07/21/2017		

Requisition

Req # 00346507

PO #

Date: 07/17/17

Bill To: x
x

Vendor : 370681

NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **JOSIE ESCALANT**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ORDER: ORD-1706-01981 HEALTHY COMMUNITIES, HEALTHY HABITS Q3 2017 DO NOT DUPLICATE ORDER		
7.00	EACH	SCREEN ADVERTISEMENT: REGIONAL PREMIUM, START DATE: AUGUST 11, 2017 END DATE: SEPTEMBER 28, 2017 WEEKS: 7 DURATION: 30 SECONDS CREATIVE#424819, THEATER CODE:CNK1080, THEATER NAME: CINEMARK MOVIE BISTRO-EDINBURG 6 SCREENS X $30.00 = $180.00 x 7 weeks	180.00	1,260.00
7.00	EACH	SCREEN ADVERTISEMENT: REGIONAL PREMIUM, START DATE: AUGUST 11, 2017 END DATE: SEPTEMBER 28, 2017 WEEKS: 7. DURATION: 30 SECONDS CREATIVE#424819, THEATER CODE:CNK114, THEATER NAME: CINEMARK MOVIES 6, MCALLEN 6 SCREENS X $30.00 = $180.00 x 7 weeks	180.00	1,260.00
7.00	EACH	SCREEN ADVERTISEMENT: REGIONAL PREMIUM, START DATE: AUGUST 11, 2017 END DATE: SEPTEMBER 28, 2017 WEEKS: 7 DURATION: 30 SECONDS CREATIVE#424819, THEATER CODE:CNK212, THEATER NAME: MOVIES 10, 10 SCREENS X $30.00 = $300.00 x 7 weeks	300.00	2,100.00
7.00	EACH	REGIONAL PREMIUM, START DATE: AUGUST 11, 2017 END DATE: SEPTEMBER 28, 2017 WEEKS: 7, DURATION: 30 SECONDS CREATIVE#424819, THEATER CODE:CNK1074, THEATER NAME: PHARR TOWN CENTER, PHARR 16 SCREENS X $38.00 = $608.00 x 7 weeks	608.00	4,256.00
7.00	EACH	LOBBY ENTERTAINMENT NETWORK START DATE: AUGUST 11, 2017 END DATE: SEPTEMBER 28, 2017, WEEKS 7, DURATION 00.30, CREATIVE#424819, THEATER CODE: CNK1080, CINEMARK MOVIE BISTRO-EDIBNURG, 7 WEEKS X $15.00 PER WEEK	15.00	105.00
7.00	EACH	LOBBY ENTERTAINMENT NETWORK START DATE: AUGUST 11, 2017 END DATE: SEPTEMBER 28, 2017, WEEKS 7, DURATION 00.30, CREATIVE#424819, THEATER CODE: CNK114, CINEMARK MOVIE 6 MCALLEN, TX , 7 WEEKS X $15.00 PER WEEK	15.00	105.00
7.00	EACH	LOBBY ENTERTAINMENT NETWORK START DATE: AUGUST 11, 2017 END DATE: SEPTEMBER 28, 2017, WEEKS 7, DURATION 00.30, CREATIVE#424819, THEATER CODE: CNK212, MOVIES 10, WESLACO, 7 WEEKS X $15.00 PER WEEK	15.00	105.00
7.00	EACH	LOBBY ENTERTAINMENT NETWORK START DATE: AUGUST 11, 2017 END DATE: SEPTEMBER 28, 2017, WEEKS 7, DURATION 00.30,	15.00	105.00

Authorized By: _____

Requisition

Req # 00346507

PO #

Date: 07/17/17

Bill To: x
x

Vendor : 370681

NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CREATIVE#424819, THEATER CODE: CNK1074, CINEMARK MOVIE BISTRO-EDIBNURG, 7 WEEKS X $15.00 PER WEEK		
7.00	EACH	LOBBY STANDEES 3X5, START WEEK AUGUST 11, 2017 END DATE: SEPTEMBER 28, 2017, CREATIVE#42420, THEATER CODE: CNK114, THEATER NAME: CINEMARK MOVIES 6, MCALLEN, TX	155.00	1,085.00
7.00	EACH	LOBBY STANDEES 3X5, START WEEK AUGUST 11, 2017 END DATE: SEPTEMBER 28, 2017, CREATIVE#42420, THEATER CODE: CNK212, THEATER NAME: CINEMARK MOVIES 10, WESLACO, TX	155.00	1,085.00
1.00	EACH	CROSS PLATFORM CINEMA ACCELERATOR START DEAT: AUGUST 11, 2017 END DATE: SEPTEMBER 28, 2017 CREATIVE#424821, IMPRESSIONS 570,342, X NET RATE $7.89 = $4,500.00	4,500.00	4,500.00
1.00	EACH	MEDIA SERVICES	250.00	250.00
		Account No	Encumbrance	
		7-1100-441-00-340-001-0-540	1,216.00	
		7-1293-441-10-340-061-6-540	15,000.00	
			Freight	.00
			Total	16,216.00

Authorized By: _____

Rq# 346507
quote # 1

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows

Advertiser Information	**Billing Information**	**Account Director Information**
Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Misti Rains- Palacios misit.rains@hchd.org	Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Misti Rains- Palacios misit.rains@hchd.org	**Acct. Dir.:** Connie Franco Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com

Order: ORD-1706-01981 **Type:** New

Healthy Communities, Healthy Habits Q3 2017

Regional Premium

Start: 8/11/2017 **End:** 9/28/2017

Weeks: 7.00 **Weight:** Best Available **Duration/Units:** 00:30

915-69

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
424819	CNK1080	Cinemark Movie Bistro - Edinburg**	Edinburg, Texas	6	$30.00	$1,260.00
424819	CNK114	Cinemark Movies 6	Mcallen, Texas	6	$30.00	$1,260.00
424819	CNK212	Movies 10	Weslaco, Texas	10	$30.00	$2,100.00
424819	CNK1074	Pharr Town Center	Pharr, Texas	16	$38.00	$4,256.00

Regional LEN

Start: 8/11/2017 **End:** 9/28/2017

Weeks: 7.00 **Weight:** A **Duration/Units:** 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
424819	CNK1080	Cinemark Movie Bistro - Edinburg**	Edinburg, Texas	6	$15.00	$105.00

NCM
AMERICA'S MOVIE NETWORK

Reg # 346507
grote # 1

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

424819	CNK114	Cinemark Movies 6	Mcallen, Texas	6	$15.00	$105.00
424819	CNK212	Movies 10	Weslaco, Texas	10	$15.00	$105.00
424819	CNK1074	Pharr Town Center	Pharr, Texas	16	$15.00	$105.00

Lobby Standees -3'x5'

Start: 8/11/2017 **End:** 9/28/2017

Weeks: 7.00 **Weight:** Best Available **Duration/Units:** 1 units

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
424820	CNK114	Cinemark Movies 6	Mcallen, Texas	6	$155.00	$1,085.00
424820	CNK212	Movies 10	Weslaco, Texas	10	$155.00	$1,085.00

Cross Platform Banners Cinema Accelerator

Start: 8/11/2017 **End:** 9/28/2017

Weeks: 7.00

Creative #	Impressions	Net Rate	Net Media
424821	570,342	$7.89	$4,500.00

Premium placement subject to availability; spots may run in Regional Segment 1 in locations where premium inventory is unavailable.
Proposed rates are held 4 weeks from the date of this proposal

NCM
AMERICA'S MOVIE NETWORK

Rq# 3466501
quote # 2

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

Payment	Comments & Special Instructions:		
Payment Terms: Pay in Full **Payment Method:** Check **P.O. Number:**		**Total Media**	**$15,966.00**
		Media Services	**$250.00**
		Creative Services	**$0.00**
		Other Services	**$0.00**
		Total Due	**$16,216.00**

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM

Advertiser Name/Title: Date: National CineMedia, LLC Date:

Order Number: ORD-1706-01981

A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

NCM AMERICA'S MOVIE NETWORK

NCM
AMERICA'S MOVIE NETWORK

Billing Acknowledgement

To be completed by the Client's accounts payable/accounting department

Client Name:	
AP Contact Name:	
AP Address:	
AP Phone:	
AP E-mail:	

Order Number:	
Billing Frequency Requested:	☐ Bill in Full (payment due 30 days from Contract Start Date) ☐ Monthly Installments ***PLEASE NOTE**: Online advertising is billed based on the number of actual monthly impressions and cannot be billed in equal monthly installments.* ☐ Other*

Purchase Order number to be referenced (when applicable): ☐

Check this box if you would like to receive electronic invoices: ☐

*Other Billing Instructions:

NCM Digital Delivery Instructions

AMERICA'S MOVIE NETWORK

Order Number: ORD-1706-01981

Creative Name	Creative Number	URL
Healthy Community, Heathly Habits - Cinema Advertising 18 weeks-OL15	424819	http://delivery.ncm.com/SouthCentral/ORD170601981/424819
Healthy Community, Heathly Habits - Promotions lobby 18 weeks-OL17	424820	http://delivery.ncm.com/SouthCentral/ORD170601981/424820
Healthy Community, Heathly Habits - Cinema mobile/online 18 weeks-OL16	424821	http://delivery.ncm.com/SouthCentral/ORD170601981/424821

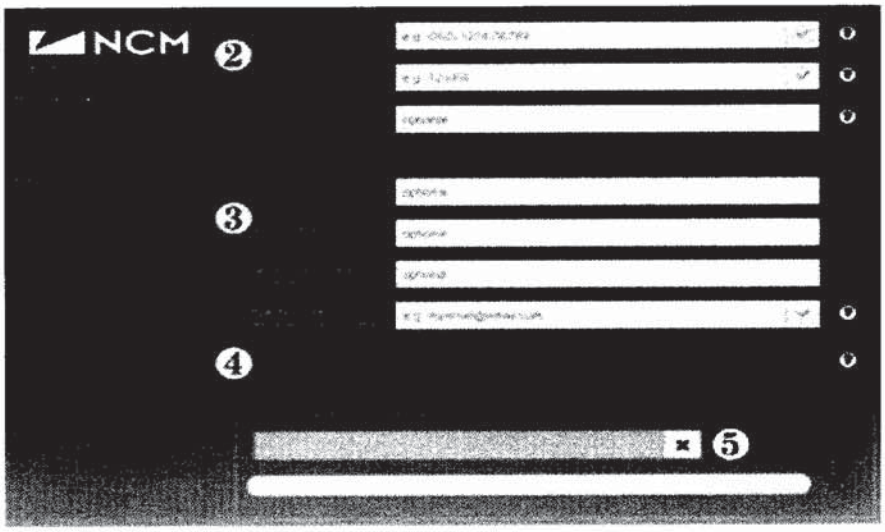
To Upload Media:

1. Click on the link provided with the Creative above to upload your spot,

Important: You will be prompted to download the Aspera plugin. The Aspera plugin works best with the latest version of any browser, but is not compatible with Safari. Click the *Download Aspera Connect* link, and follow the Install Wizard to ensure that you are able to upload media to NCM.

2. Confirm that the **Order Number** and **Creative Number** fields have been populated,

Note: These fields are optional, but are required to guarantee an on-time start.



3. Complete any additional fields as applicable,

Note: To receive a confirmation email that the upload was successful, the Email Address field must be completed.

4. Click **Select File** to select the desired file, or **Select Directory** to upload a group of files,

5. Click the **Upload** button to submit your file(s).

Note: A progress bar will show the status of the transfer.

Need Help? Call NCM's Helpdesk @ 1-855-4-ADSPEC

NCM Digital Delivery Instructions

AMERICA'S MOVIE NETWORK

- Each piece of creative requires a unique Creative Number for upload.
- Zip files cannot be uploaded.
- Do not use special characters in the Title of Your Creative or ISCI code.

Healthy Communities, Healthy Habits Q3 2017
7/18/2017 Displayed by Theater/Zip Code

Regional Premium 0:30 8/11/2017 - 9/28/2017 (7 weeks)										
DMA #	**DMA**	**Creative #**	**Theater Code**	**Theater Name**	**Location**	**# of Screens**	**Projected Impressions**	**Net Rate**	**Net Weekly Cost**	**Net Media**
84	Harlingen-Wslco-Brnsvl-McA	424819	CNK1080	Cinemark Movie Bistro - Edinburg**	Edinburg, Texas	6	25,749	$30.00	$180.00	$1,260.00
84	Harlingen-Wslco-Brnsvl-McA	424819	CNK114	Cinemark Movies 6	Mcallen, Texas	6	27,589	$30.00	$180.00	$1,260.00
84	Harlingen-Wslco-Brnsvl-McA	424819	CNK212	Movies 10	Weslaco, Texas	10	25,487	$30.00	$300.00	$2,100.00
84	Harlingen-Wslco-Brnsvl-McA	424819	CNK1074	Pharr Town Center	Pharr, Texas	16	67,077	$38.00	$608.00	$4,256.00
				4		38	145,902	$32.00	$1,268.00	$8,876.00

Regional LEN 0:30 8/11/2017 - 9/28/2017 (7 weeks)										
DMA #	**DMA**	**Creative #**	**Theater Code**	**Theater Name**	**Location**	**# of Screens**	**Projected Impressions**	**Net Rate**	**Net Weekly Cost**	**Net Media**
84	Harlingen-Wslco-Brnsvl-McA	424819	CNK1080	Cinemark Movie Bistro - Edinburg**	Edinburg, Texas	6	6,960	$15.00	$15.00	$105.00
84	Harlingen-Wslco-Brnsvl-McA	424819	CNK114	Cinemark Movies 6	Mcallen, Texas	6	7,457	$15.00	$15.00	$105.00
84	Harlingen-Wslco-Brnsvl-McA	424819	CNK212	Movies 10	Weslaco, Texas	10	6,889	$15.00	$15.00	$105.00
84	Harlingen-Wslco-Brnsvl-McA	424819	CNK1074	Pharr Town Center	Pharr, Texas	16	18,131	$15.00	$15.00	$105.00
				4		38	39,437	$15.00	$60.00	$420.00

Lobby Standees -3'x5' 8/11/2017 - 9/28/2017 (7 weeks)										
DMA #	**DMA**	**Creative #**	**Theater Code**	**Theater Name**	**Location**	**# of Screens**	**Projected Impressions**	**Net Rate**	**Net Weekly Cost**	**Net Media**
84	Harlingen-Wslco-Brnsvl-McA	424820	CNK114	Cinemark Movies 6	Mcallen, Texas	6	37,282	$155.00	$155.00	$1,085.00
84	Harlingen-Wslco-Brnsvl-McA	424820	CNK212	Movies 10	Weslaco, Texas	10	34,441	$155.00	$155.00	$1,085.00
				2		16	71,723	$155.00	$310.00	$2,170.00

Cross Platform Banners Cinema Accelerator 8/11/2017 - 9/28/2017 (7 weeks)					
Creative #	**Zip Code**	**Net Weekly Cost**	**Projected Impressions**	**Net Rate**	**Net Media**
424821	78501	$29.22	25,925	$7.89	$204.55

NCM
AMERICA'S MOVIE NETWORK

424821	78502	$29.22	25,924	$7.89	$204.55
424821	78503	$29.22	25,924	$7.89	$204.55
424821	78504	$29.22	25,924	$7.89	$204.55
424821	78505	$29.22	25,924	$7.89	$204.55
424821	78516	$29.22	25,925	$7.89	$204.54
424821	78537	$29.22	25,925	$7.89	$204.54
424821	78539	$29.22	25,925	$7.89	$204.54
424821	78540	$29.22	25,925	$7.89	$204.54
424821	78541	$29.22	25,925	$7.89	$204.55
424821	78542	$29.22	25,924	$7.89	$204.55
424821	78543	$29.22	25,924	$7.89	$204.55
424821	78557	$29.22	25,925	$7.89	$204.54
424821	78570	$29.22	25,925	$7.89	$204.54
424821	78572	$29.22	25,925	$7.89	$204.54
424821	78573	$29.22	25,925	$7.89	$204.54
424821	78574	$29.22	25,924	$7.89	$204.55
424821	78577	$29.22	25,925	$7.89	$204.54
424821	78579	$29.22	25,925	$7.89	$204.55
424821	78589	$29.22	25,925	$7.89	$204.54
424821	78596	$29.22	25,924	$7.89	$204.55
424821	78599	$29.22	25,925	$7.89	$204.55
	22	$642.86	570,342	$7.89	$4,500.00

Program Totals

Total Projected Impressions:	**827,404**
Total Net Media:	**$15,966.00**
Total Media Services:	**$250**
Total Creative Services:	**$0**
Total Other Services:	**$0**
Net Total:	**$16,216.00**

NCM
AMERICA'S MOVIE NETWORK

Footnotes:
Premium placement subject to availability; spots may run in Regional Segment 1 in locations where premium inventory is unavailable.
Proposed rates are held 4 weeks from the date of this proposal

NCM
AMERICA'S MOVIE NETWORK

Creative Production Order Form

Advertiser Information	**Billing Information**	**Account Director:** Connie Franco
Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Misti Rains- Palacios misit.rains@hchd.org	Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Misti Rains- Palacios misit.rains@hchd.org	Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com

Order: ORD-1706-01981 **Type:** New

Creative Name: Healthy Community, Heathly Habits - Cinema Advertising 18 weeks-OL15 ***424819***
Start Date: 7/21/2017
Ratings: G, PG, PG-13, R
Notes / Special Instructions:

Media Services:

Description	Fee
Ad Provided by Client	$250.00

Media Services SubTotal: $250.00

Creative Services:

Description	Fee

Creative Services SubTotal: $0.00

Creative Name: Healthy Community, Heathly Habits - Promotions lobby 18 weeks-OL17 ***424820***
Start Date: 7/21/2017
Ratings: G, PG, PG-13, R
Notes / Special Instructions:

Media Services:

Description	Fee
Lobby Promotions	$0.00

Media Services SubTotal: $0.00

Creative Services:

Description	Fee

Creative Services SubTotal: $0.00

Creative Production Order Form

Creative Name: Healthy Community, Heathly Habits - Cinema mobile/online 18 weeks-OL16 ***424821***
Start Date: 7/21/2017
Ratings: G, PG, PG-13, R
Notes / Special Instructions:

Media Services:

Description	Fee
Completed Cross Platform Banners	$0.00

Media Services SubTotal: $0.00

Creative Services:

Description	Fee

Creative Services SubTotal: $0.00

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:
National CineMedia
Attention: Sales Operations
9110 East Nichols Avenue Suite 200
Centennial, Colorado 80112

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!

Cc: Josephine Ramirez; Mike Escaname; Victor Garza; misti.rains@hchd.org; Martha Salazar
Subject: Re: Request for Review - NCM Proposal Pending Legal review

Good Morning,
As requested, we reviewed the Regional Insertion Order Agreement with NCM regarding theatrical advertisements of "Healthy Communities, Healthy Habits." Since the current agreement is the same as the previous agreement with NCM regarding theatrical advertisements related to HPV awareness, we recommend the same modifications. NCM agreed to all recommended modifications on the previous agreement.

For your convenience, please find attached a copy of the current agreement with the recommended modifications included. The agreement is approved as to form with indicated modifications. Please forwarded it to NCM for review. Agreed upon modifications may be initialed by both parties after approval by the Commissioner's Court.

Please feel free to contact me if you have any questions.
Thank you,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX
robert.vina@da.co.hidalgo.tx.us

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****

On Thu, Jul 13, 2017 at 9:44 AM, Eduardo Olivarez <eddie.olivarez@hchd.org> wrote:

Mrs. Ramirez,

Thank You for you and your teams support

Eddie O

From: Josephine Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, July 13, 2017 8:50 AM
To: Mike Escaname; Robert Vina
Cc: eddie.olivarez@hchd.org; Victor Garza; misti.rains@hchd.org; Martha Salazar
Subject: Re: Request for Review - NCM Proposal Pending Legal review

Good morning Mike,

I have forwarded your request to Bobby. It looks like an agreement that he had already reviewed. I know he had previously recommended revisions; not sure if those were ever accepted by the vendor. Please discuss with him.

Thanks.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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****

On Thu, Jul 13, 2017 at 7:59 AM, Mike Escaname <miguel.escaname@hchd.org> wrote:

Hello Josephine:

I'd appreciate if you can arrange to have the attached agreement with NCM reviewed.

We would like to encumber these services to meet one of our grant's scope of work.

I will forward to Ms. Salazar also so that she can facilitate placing on CC for approval.

Thanks,

Mike Escaname

Chief Financial Officer

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

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

NATIONAL CINEMEDIA, LLC ADVERTISING REGIONAL INSERTION ORDER AND AGREEMENT
Terms and Conditions

The Agreement between National CineMedia, LLC ("NCM") and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

1. **NCM Services.** Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement.

2. **In-Theatre Advertising.** All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or group of motion pictures with particular movie ratings. The screen count or theatre locations for In-Theatre Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser.

3. **Internet and Online Advertising.** The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "**IAB Terms**"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the IAB Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the IAB Terms and Section III(c) of the IAB Terms is deleted. In the event of any conflict between the terms of this Agreement and the IAB Terms, the terms of this Agreement will control.

4. **Fees and Payment.** Advertiser will pay all fees as specified on each Order within 30 days of invoice. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. **Advertiser Obligations.** In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 business days in advance but not more than 20 business days in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising (dependent upon Advertising vehicle selected or if otherwise agreed to by the parties).

6. **Content.**

6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("**Content**") provided by Advertiser for use in the Advertising ("**Advertiser Content**") is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at http://adspecs.ncm.com. NCM reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason. NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising in connection with the promotion of NCM's business.

6.2 NCM Content. All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("**NCM Content**"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. **Promotional Materials.** All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("**Promotional Materials**") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. **Representations and Warranties.** Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects and

INITIALS _____ _____

(6) to the Advertiser's knowledge, the Advertiser...

INITIALS

materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT ~~DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES~~. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER.

10. Indemnification. TO THE EXTENT ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, any Promotional Materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days' notice to Advertiser for any other reason. Upon termination for breach by Advertiser, Advertiser will not be entitled to the refund of any prepaid fees. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. ~~Advertiser may not modify or cancel this Agreement except by written consent of NCM.~~

13. Insurance. ~~Advertiser represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. NCM and its affiliates will be named as additional insureds on such policy, and the policy will provide that it will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.~~

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of ~~Colorado~~ TEXAS excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in ~~Arapahoe~~ HIDALGO County, ~~Colorado~~ TEXAS for any dispute concerning the interpretation or effect of this Agreement. ~~In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury~~. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. In the event that any terms that may appear on an Advertiser's or agency's form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder.

Advertiser may terminate this Agreement immediately upon any breach by NCM of this Agreement (In addition to any other available remedy) or upon not less than 30 days' notice to NCM for any other reason. Parties may modify this contract by written mutual agreement.

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:
2017-238105

Date Filed:
07/18/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
National CineMedia, LLC
Centennial, CO 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 Health & Human Services

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.
346507
Cinema advertising 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.

SAMANTHA PICCININO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174023943
MY COMMISSION EXPIRES JUNE 6, 2021

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark Chandler, this the 18th day of July, 20 17, to certify which, witness my hand and seal of office.

Samantha Piccinino — Signature of officer administering oath
Samantha Piccinno — Printed name of officer administering oath
Notary Public — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-238105

Date Filed:
07/18/2017

Date Acknowledged:
07/20/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

National CineMedia, LLC
Centennial, CO 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 Health & Human Services

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.

346507
Cinema advertising 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

Username Password

Log In

Forgot Username? Forgot Password? Create an Account

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

National Cinemedia, LLC

DUNS: 197732162 CAGE Code: 8AMF7

Status: Active

9110 E Nichols Ave Ste 200
Englewood, CO, 80112-3451 ,
UNITED STATES

Expiration Date: 09/27/2017

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: National Cinemedia, LLC
Business Type: Business or Organization
Last Updated By: Debbie Baughman
Registration Status: Active
Activation Date: 09/27/2016
Expiration Date: 09/27/2017

Exclusion Summary

Active Exclusion Records? No

AI-60570 **Purchasing Department** **25. I. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7);(A)"Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies"
B. Approval of a "Sole Source Declaration" for "Capital Strategies Consulting, Inc." for the purchase of CodePal Tool-Kit Inspection Software; including licenses, support service, training, maintenance and any present, future accessories to be used by Hidalgo County Fire Marshal's Office and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while product is needed and declaration is in place unless revoked by HCCC;
C. Approval for Hidalgo County Fire Marshal's Office to purchase the CodePal Tooll-Kit Inspection Software (includes software, database, and access key with definition of hardware access) in the amount of $24,540.00 [with an annual cost for each subsequent year of $4,040.00].
D. Authorization to renew maintenance and support services and annual licenses for the lifetime of the software.

BACKGROUND

1. Acquisition will follow the established/approved Requisition and Purchase Order process;
2. Vendor will need to be added [through the proper supporting documentation] set-up in the County's Alio System for processing of purchase.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-422-10-300-001-0-761

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

BUDGETARY IMPACT:

Fire Marshal-Software- Funds pending approval of AI #60590, CC 7-25-17.

Attachments

Legal Approval
Agreement
Sole Source Declaration
Sole Source Letter
Sole Source Affidavit

backup

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/13/2017 05:02 PM
Budget & Management	Veronica Ortiz	07/14/2017 08:20 AM
Ivan Cantu	Ivan Cantu	07/17/2017 08:22 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Tanya Delira		Started On: 07/05/2017 10:21 AM
Final Approval Date: 07/21/2017		

Zimbra **tanya.delira@co.hidalgo.tx.us**

Re: Capitol Strategies Consulting

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Jul 06, 2017 09:28 AM

Subject : Re: Capitol Strategies Consulting

To : Tanya De Lira <tanya.delira@co.hidalgo.tx.us>

Cc : Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Tanya,

I have reviewed the attached agreement and approve as to form.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

On Wed, Jul 5, 2017 at 10:51 AM, Tanya De Lira <tanya.delira@co.hidalgo.tx.us> wrote:

> Good Morning,
> Attached, please find an agreement for your review/approval and/or recommendation.
>
> Thank you
>
> *Tanya De Lira, Buyer III*
>
> Hidalgo County Purchasing Department
> 2812 S. Business Hwy 281
> Edinburg, Texas 78539
> O 956 292 7000 x 4878
> F 956 292 7612

CodePal Toolkit Quote

OWNER INFORMATION

Name	Hidalgo County Fire Marshal's Office
Address	1903 N. Knights
City, State ZIP	Pharr, TX 78577
Phone	956-318-2656
Contact	FM Homero Garza
Contact	Chief Deputy FM Eric Sanchez

CONTRACTOR INFORMATION

Company	Capitol Strategies Consulting, Inc.
Name	Bob Lee
Address	3901 Wood Duck Drive, Suite D
City, State ZIP	Springfield, IL 62711
Phone	(217) 787-1133
Email	bob.lee@cap-strategies.com
Date	6/21/2017

Capitol Strategies & CodePal Toolkit

• Focused on America, Focused on Others, Focused on You
Capitol Strategies Consulting and our CodePal Toolkit product both have our roots in the Midwest and the state and local government marketplace. Over the past few years we have expanded in various ways into other state governments. We promote heavily the qualities and characteristics of U.S. workers, technologies, and business practices, and are strongly encourage employing veterans for both employees and partners. CodePal Toolkit visionary Bob Lee is a U.S. Army veteran. Jack Rooney, Capitol Strategies founder, has received several awards for supporting the use of veterans as employees and the advancement of veteran owned firms as partners.

• Enterprise level customer support quality, small company flexibility and personal relationships
Capitol Strategies CodePal Toolkit customers are surprised when they first call in for customer care support. They quickly realize that, although they purchased a software solution at an “app price”, they are receiving service levels normally only associated with enterprise-level systems. While other vendors simply provide their clients with links to their “questions and answers” web page, Capitol Strategies CodePal Toolkit staff answers the phone and you are able to work through your questions with an experienced support technician.

In fact, our client’s references will confirm that they have established a strong working relationship with the players on our support team. This high level of personal support is especially important to medium and smaller municipal governments as they often have limited on-location IT support staff. The CodePal Toolkit is a great product and the only thing better than CodePal Toolkit is the great support staff that stands behind it.

Customer Challenges & CodePal Toolkit Solutions

Customer Goals & Challenges: For specific review of goals and challenges see attached.

CodePal Toolkit Ongoing Support and Services

• Initial Analysis and Setup
When you have purchased your Toolkit subscription, The CodePal Toolkit Team from Capitol Strategies Consulting, Inc. will perform the basic setup of your subscription. Our setup process involves a analysis cycle that covers, at minimum, these areas: a) Your Toolkit Personnel – examining their skills, job duties, and the way in which they perform their work.This examination will provide us with a detailed view of the workflows of every department in your organization. b) The types of Activities, Permits, and other data-gathering activities your organization performs. c) An examination of your reporting needs and the design of any special reports you may need.

Our analysis cycle follows this pattern: We apply changes to your Toolkit setup, then we review those changes with you. From this review we discover any other changes that need to be made, apply those changes, and review the changes with you. This cycle continues until your Toolkit subscription meets your needs. This process enables you to rapidly begin using your Toolkit subscription.

• Initial Training
As part of your Toolkit subscription, The CodePal Toolkit Team from Capitol Strategies Consulting, Inc. provides training of key personnel in your organization who will be maintaining the Toolkit and providing on-going training for your personnel who will be using the Toolkit on a daily basis. Based on the initial analysis, other training may need to be planned. This training is not a part of the initial training and will be indicated as a line item in your subscription.

• Ongoing Toolkit Support
The CodePal Toolkit Team from Capitol Strategies Consulting, Inc. provides, as a part of your subscription, excellent, personable support for any issues you may encounter while using the Toolkit. Help with any issue is as simple as placing a phone call. The details of our support for your subscription can be found in the **CodePal Toolkit Service Level Agreement** which is attached to this quote.

CodePal Toolkit Tools - Not all may be Quoted here

• **CodePal Toolkit Core:**
Your subscription includes the flexible design of our base product. This flexible design allows the Toolkit to meet the needs of State government, Municipal government, and large, medium, or small businesses. The Toolkit will be set up to provide you greater efficiency and a common place to electronically issue and track inspections, permits, requests, and complaints. Our setup of your Toolkit subscription will provide an easy to use tool that is tailored to the needs of each organization, department, and user. Reports can be generated at any time from the pool of standard reports included with the Toolkit.

• CodePal Toolkit - DynaSync:
If our initial analysis shows you need to have data converted from your current systems to the Toolkit, then your subscription will include DynaSync. DynaSync is the Toolkit's data conversion tool. If your purchase of the Toolkit includes converting data from another system, you will need to use DynaSync. DynaSync was created to convert data from different types of databases and from data exported to spreadsheets and text files. DynaSync can also be setup to push data to and pull data from 3rd party software manually or by an automated schedule.

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Our initial analysis of your needs may conclude that an Internet interface to the Toolkit is required. If so, then your subscription will include the Toolkit Online. The Toolkit Online is an Internet interface for state and city contractors and employees, and the customers of large, medium, and small businesses. This tool allows contractors to request, view and print permits and inspections from anywhere they can find a connection to the Internet. Large, medium, and small businesses can access inspections performed on their businesses to review any code violations so they can more quickly bring their businesses into compliance with codes.

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The CodePal Toolkit Team from Capitol Strategies Consulting, Inc. provides expert training in the use of the Toolkit. Trainers who love the Toolkit and who understand your business needs, the solutions we have provided to meet those needs, and are focused on the task of helping you make the most profitable use of your Toolkit subscription. The training period included in your subscription has been carefully designed to bring you and your personnel online with the Toolkit in the most efficient manner possible.

• CodePal Toolkit – Database Hosting
Upon completion of our initial analysis we may conclude that the most efficient and cost-effective way to handle the data collected by the Toolkit is by hosting your Toolkit database in the cloud. With this option you will not need to purchase expensive hardware, or hire IT staff. This option is generally used for medium-sized businesses, though organizations of small and enterprise-level may benefit by it as well.

Our Quote Based on Your Needs

Item Description - CodePal ToolKit Access Pricing	Amount	Quantity	Price
Total Number of Years for this Agreement		1	
CodePal Toolkit Installation Package - (Includes software, database, and Access Key with definition of hardware access)	$3,000	1	$3,000
CodePal Toolkit Client Device Access - Continual Use - on a Desktop, Laptop, or Tablet Device with Windows OS	$1,200	6	$7,200
CodePal Toolkit Client Device Access - Intermitent Use - on a Desktop, Laptop, or Tablet Device with Windows OS	$250	0	
*CodePal Software - Access Total			$10,200
Dyna-Sync Software Total			NA
Total Software Cost			$10,200
Total Annual Cost for Support - System Software, System Modifications & Hosting (All that are Applicable)			$4,040
Total Up Front Costs - Due at Signing (Software Installation Package & License Key is delivered at Client on the database when Signed)			**$14,240**
Total Labor Required for Unique System Modifications - Installation, Conversion, & Configuration			$4,000
Total Labor Required at Client Location - Business Analysis / Training			$7,500
Capitol Strategies Consulting - Total Labor Cost for Services - System Implementation & Training - Balance Due After Completion of User Training			**$11,500**
Grand Total Of CodePal System			**$24,540**
CodePal System Annual Cost - Each Subsequent Year After Agreement			$4,040
Support Begin Date	1/1/2018		
Support End Date	12/31/2018		

PAYMENT AND SUBSCRIPTION TERMS

Upon signing Hidalgo County Fire Marshal's Office agrees to the above CodePal Toolkit agreement as described in this quote for a period represented in the document above.Hidalgo County Fire Marshal's Office also agrees to the following terms:

• 1st payment due upon signing, at which point both the new Access Key for Hidalgo County Fire Marshal's Office and the installation package will be installed on the server. Balance is due after CodePal Training is complete.
• If the quoted subscription extends beyond the term described above, then Hidalgo County Fire Marshal's Office will be invoiced by Capitol Strategies Consulting, Inc. once per year on the anniversary date of the project.

Submitted by (Company Representative) **Date**

CLIENT ACCEPTANCE

Hidalgo County Fire Marshal's Office agrees to hire the services of Capitol Strategies Consulting, Inc. to furnish the hardware, software, equipment, and labor that has been priced in this document. The hardware / equipment / software are to be installed at 1903 N. Knights, Pharr, TX 78577, and are subject to the terms and conditions of this agreement and others between Hidalgo County Fire Marshal's Office and Capitol Strategies Consulting, Inc. It is the responsibility of Hidalgo County Fire Marshal's Office, to ensure proper data backup procedures are in place to protect the inspection data. It is also the responsibility of Hidalgo County Fire Marshal's Office, to ensure all systems utilizing the synchronization feature of the software are equipped with Windows 7, Windows 8, or Windows 10 Professional version.

Submitted by (Authorized Representative) **Date**

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: July 06, 2017

RE: "Sole Source Declaration"- Capitol Strategies Consulting Inc.

Hidalgo County is in the process of obtaining a software to be able to electronically issue and track inspections, permits, requests, and complaints. The setup of the Toolkit subscription will provide an easy to use tool that is tailored to the needs of each organization, department and user.

Capitol Strategies Consulting Inc., is the sole owner of CodePal Tool-Kit Inspection Software. Capitol Strategies Consulting, Inc. is currently the only distributor and all CodePal upgrades and technical support can only be obtained through Capitol Strategies Consulting, Inc.

Therefore, the purchase of a CodePal Tool-Kit Inspection Software, and the future maintenance, Service Support and upgrades thru Capital Strategies Consulting Inc. is required so as to continue efficient productivity in the Hidalgo County.

CodePal Toolkit Quote

OWNER INFORMATION

Name	Hidalgo County Fire Marshal's Office
Address	1903 N. Knights
City, State ZIP	Pharr, TX 78577
Phone	956-318-2656
Contact	FM Homero Garza
Contact	Chief Deputy FM Eric Sanchez

CONTRACTOR INFORMATION

Company	Capitol Strategies Consulting, Inc.
Name	Bob Lee
Address	3901 Wood Duck Drive, Suite D
City, State ZIP	Springfield, IL 62711
Phone	(217) 787-1133
Email	bob.lee@cap-strategies.com
Date	6/21/2017

Capitol Strategies & CodePal Toolkit

• Focused on America, Focused on Others, Focused on You

Capitol Strategies Consulting and our CodePal Toolkit product both have our roots in the Midwest and the state and local government marketplace. Over the past few years we have expanded in various ways into other state governments. We promote heavily the qualities and characteristics of U.S. workers, technologies, and business practices, and are strongly encourage employing veterans for both employees and partners. CodePal Toolkit visionary Bob Lee is a U.S. Army veteran. Jack Rooney, Capitol Strategies founder, has received several awards for supporting the use of veterans as employees and the advancement of veteran owned firms as partners.

• Enterprise level customer support quality, small company flexibility and personal relationships

Capitol Strategies CodePal Toolkit customers are surprised when they first call in for customer care support. They quickly realize that, although they purchased a software solution at an "app price", they are receiving service levels normally only associated with enterprise-level systems. While other vendors simply provide their clients with links to their "questions and answers" web page, Capitol Strategies CodePal Toolkit staff answers the phone and you are able to work through your questions with an experienced support technician.

In fact, our client's references will confirm that they have established a strong working relationship with the players on our support team. This high level of personal support is especially important to medium and smaller municipal governments as they often have limited on-location IT support staff. The CodePal Toolkit is a great product and the only thing better than CodePal Toolkit is the great support staff that stands behind it.

Customer Challenges & CodePal Toolkit Solutions

Customer Goals & Challenges: For specific review of goals and challenges see attached.

CodePal Toolkit Ongoing Support and Services

• Initial Analysis and Setup
When you have purchased your Toolkit subscription, The CodePal Toolkit Team from Capitol Strategies Consulting, Inc. will perform the basic setup of your subscription. Our setup process involves a analysis cycle that covers, at minimum, these areas: a) Your Toolkit Personnel – examining their skills, job duties, and the way in which they perform their work.This examination will provide us with a detailed view of the workflows of every department in your organization. b) The types of Activities, Permits, and other data-gathering activities your organization performs. c) An examination of your reporting needs and the design of any special reports you may need.

Our analysis cycle follows this pattern: We apply changes to your Toolkit setup, then we review those changes with you. From this review we discover any other changes that need to be made, apply those changes, and review the changes with you. This cycle continues until your Toolkit subscription meets your needs. This process enables you to rapidly begin using your Toolkit subscription.

• Initial Training
As part of your Toolkit subscription, The CodePal Toolkit Team from Capitol Strategies Consulting, Inc. provides training of key personnel in your organization who will be maintaining the Toolkit and providing on-going training for your personnel who will be using the Toolkit on a daily basis. Based on the initial analysis, other training may need to be planned. This training is not a part of the initial training and will be indicated as a line item in your subscription.

• Ongoing Toolkit Support
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Submitted by (Company Representative) **Date**

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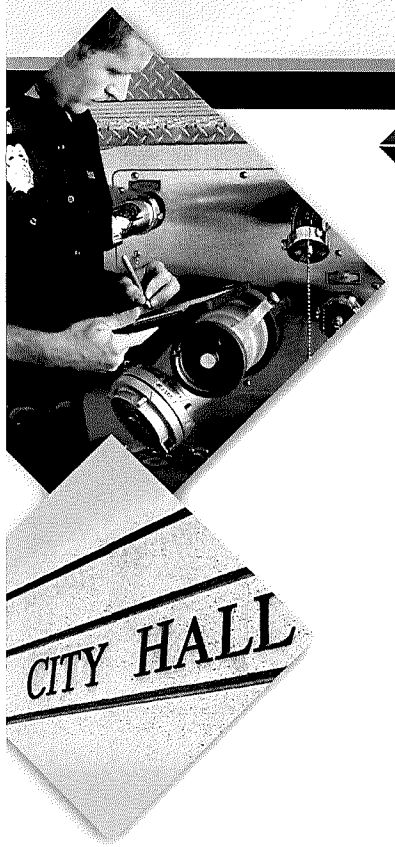
Submitted by (Authorized Representative) **Date**



YOU CAN COUNT ON "CODEPAL CITY SYNC"

Wouldn't it be Great if your city departments could all work in sync together?

Your city building, fire, and general code enforcement departments all have so much to do. Increasing demands and decreasing budgets/headcount make getting everyone's job done very difficult. Nobody likes it when your departments are not on the same page, not communicating, even competing with each other. Each department using their own separate computer systems and databases greatly adds to the challenge. Not only are citizens poorly served but tensions can lead to poor moral and job satisfaction among city employees.

The "Codepal City-Sync" solution

"Codepal City-Sync" is a fully customizable permitting and mobile inspection software solution that brings your city departments together. Citizens are better served as all departments are working smoothly, sharing the same computer tools and databases. Your city staff is happy and efficient since they are now all on the same page, sharing work tasks, input on building plans, and overall strategic goals. Codepal "City Sync" helps you truly implement an "Others Oriented" staff culture that will enable you to do Great things for your city!

We are your city government permitting and inspection partners

Capitol Strategies Consulting, Inc., the developer of Codepal "City Sync", has been in the state and local government technology business for over thirty years. CSC is specifically focused on the goals and challenges faced by city governments such as yours. The CSC support team provides an unmatched level of assistance to our users nationwide. Although we are a technology company, we believe strongly that living a truly "Others Oriented" culture is the key to business success and personal happiness.

"CODEPAL CITY SYNC" PERMITTING AND MOBILE INSPECTION SOFTWARE FOR EACH OF YOUR CITY DEPARTMENTS.

BUILDING CODE DEPARTMENT

- Permits: application, track, approve
- Contractor web portal: On-line access to permit and inspection data
- Contractor web fees: Pay fees on-line, escrow accounts, etc.
- Inspections/checklists/codes
- Certificates of occupancy
- Plan reviews and management
- Scheduling: inspections, re-inspections

FIRE DEPARTMENT

- Permits: application, track, approve
- Inspections/checklists/codes
- Investigations: Codepal "City Sync" does those too!
- Fees
- Plan reviews and management
- Scheduling: inspections, re-inspections

GENERAL CODE ENFORCEMENT DEPARTMENT

- Complaints
- Inspections/checklists/codes
- Fines
- Hearings
- Track compliance

IMPLEMENT AN "OTHERS ORIENTED" CULTURE IN YOUR CITY:

Capitol Strategies Consulting, the developer of Codepal 'City Sync", believes that the key to your success is NOT via technology, but via the use of that technology to aid in creating and maintaining a cooperative, forgiving, "Others Oriented" relationship between your departments. Codepal "City Sync" software and our proven implementation methods will help you make this happen!

SHARED CITY ADDRESS DATABASE

SYNCHRONIZATION TO COUNTY PROPERTY OWNER/GIS DATABASE

WHY CHOOSE CODEPAL

WHY "CODEPAL CITY SYNC?"

Codepal "City Sync" is the only safety and security inspection software built from the ground up specifically for promoting cooperation and coordination between city departments. In addition to this unique focus, we offer an unmatched level of flexibility to allow YOU to decide how to use it!

- *City Sync Specific: Built from the ground up specifically to help your building, fire, and code departments cooperate and work together*
- *Everyone has the same data: Shared database between your departments, all in sync with your county property owner/GIS system*
- *Flexible: Allows YOU to decide how YOU want to use it*
- *Staff development: Inspector knowledge and skill improves as they use Codepal*
- *Decision support: Proactively spot issues before they become problems*
- *Device independence: Microsoft tablet, iPad, handhelds, Android devices*
- *Unmatched options: Run "in house," "in the cloud," or "hybrid"...your choice!*
- *Financial strength: Your partner in implementing and collecting fees*

Codepal City Sync

For more information or to request a free consultation, please call us at (866) 418-9256 or email us at info@codepaltoolkit.com.

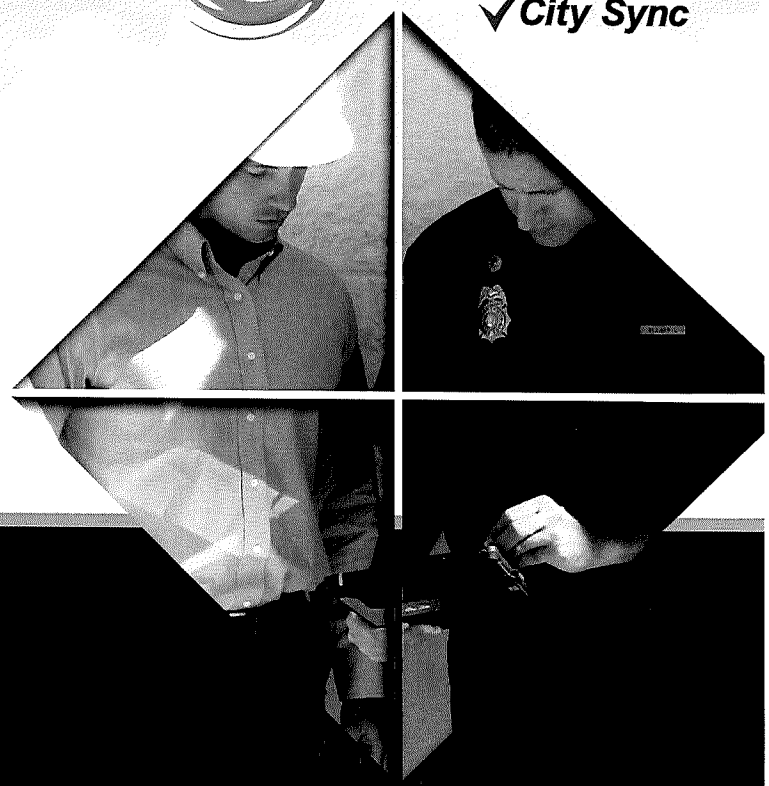
REQUEST A FREE CONSULTATION

CAPITOL STRATEGIES CONSULTING, INC.
3901 Wood Duck Dr. #D
Springfield, Illinois 62704

Tel: 866-418-9256 Toll Free
Fax: 888-556-0535
Email: Info@codepaltoolkit.com
Website: www.codepaltoolkit.com

Like us on Facebook

Codepal
City Sync



Capitol Strategies Consulting Inc.

City Wide Permitting & Mobile Inspection Software

ENABLING YOUR CITY DEPARTMENTS TO WORK TOGETHER TO DO GREAT THINGS!

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Robert E Lee JR a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is ROBERT E. LEE JR. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: CAPITOL STRATEGIES
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   CODEPAL INSPECTION SOFTWARE
   CODEPAL TOOL KIT
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Robert E. Lee Jr.

SWORN AND SUBSCRIBED TO under oath before me on 11th day of JULY, 2017 ~~2008~~.

Melissa McCombs
NOTARY PUBLIC

Melissa MCCOMBS
PRINTED NAME

9-4-2017
MY COMMISSION EXPIRES

OFFICIAL SEAL
MELISSA MCCOMBS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/04/17

COMPANY NAME: CAPITOL STRATEGIES CONSULTING, INC.
ADDRESS, CITY, STATE & ZIP CODE: 3901 WOOD DUCK DRIVE SUITE C
PHONE: 217-787-1133 NUMBER:
CONTACT NAME AND TITLE: ROBERT E. LEE JR. PRODUCT MANAGER
WEB ADDRESS: WWW.CODEPALTOOLKIT.COM EMAIL: BOB.LEE@CAP-STRATEGIES.COM
FEDERAL TAX ID NUMBER: 27-1647704 TEXAS SALES TAX NUMBER:

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:
2017-240685

Date Filed:
07/25/2017

Date Acknowledged:
07/25/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Capitol Strategies Consulting, Inc.
Springfield, IL 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 Fire Marshal's Office

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.

AI-60570
Inspection software and permitting software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lee, Robert	Springfield, IL United States	X	
Rooney, John	Springfield, IL 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

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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.

OFFICIAL SEAL
MELISSA MCCOMBS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/04/17

AFFIX NOTARY STAMP / SEAL ABOVE

Robert E. Lee
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Robert Lee, this the 25th day of July, 2017, to certify which, witness my hand and seal of office.

Melissa McCombs — Melissa McCombs — Notary
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-60591 **Purchasing Department** **25. J. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole vendor submitting the lowest and best bid received from South Texas Communications, Inc., meeting all specifications/requirements for the purpose of award and approval of contract (but in no event to exceed the 50K statutory bid limit of 50K) for Request for Sealed Quotes project titled: " Repair-Installation & Removal of Communication & Radio Tower & Misc. Equipment" No.: 2017-177-06-19-SGS.

BACKGROUND

1. Project has been let out 4 times;
2. 1st. attempt no bids received;
3. 2nd. attempt project canceled to review and explore insurance requirements;
3. 3rd. attempt no bids received
4. When annual expenditure history for last 3 years revealed that it does not exceed the statutory bid threshold of $50K.
5. Project to commence upon approval of Commissioner's Court;
6. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-280-001-0-430

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

BUDGETARY IMPACT:

Department will identify funds on an as needed basis. Funds available as of 7/19/17.

Attachments

Recommendation

Tabulation

Participation log

Form 1295

Expenditures 2017-2014

Contract

Legal approval

Email- correct Commodity Code

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/18/2017 10:22 AM
Budget & Management	Veronica Ortiz	07/18/2017 11:26 AM
Merlen P. Munoz	Merlen P. Munoz	07/19/2017 08:57 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Sandy Suarez		Started On: 07/06/2017 09:13 AM
Final Approval Date: 07/21/2017		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
JUN 27 2017
BY

MEMORANDUM

(Department's Recommendation)

TO **Monica Guajardo**
Hidalgo County Sheriff's Office

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: June 19, 2017

RE: **BID AWARD RECOMMENDATION REQUEST**
RFSQ No. 2017-177-06-19– SGS - HIDALGO COUNTY SHERIFF'S OFFICE
"Repair-Installation & Removal of Communication & Radio Tower & Misc. Equipment"

We have received **One (1)** qualified bid response in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and Recommendation.

We would like to present your Recommendation to the next Commissioner's Count; therefore, we need your response by no later than **Friday, June 23, 2017 @ 11:00 a.m.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Sole Bidder	
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 7-1100-421-00-280-001-0-430

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Esteban Herrera	H.C.S.O.	6/27/17

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

RFSQ: REPAIR-INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER & MISC. EQUIPMENT	**RFSQ OPENING: 11:00 A.M.**
RFSQ NO.: 2017-177-06-19-SGS	**BUYER II: Sandy Suarez**

NAME OF COMPANY/ADDRESS	Part I - HOURS	RATE PER HOUR
SOLE BIDDER **South Texas Communications** 7109 E. Pecan Blvd. McAllen, TX. 78501	Normal Hours: 8:00-5:00 P.M.	**$ 120.00**
	After Hours: 5:00 P.M. to 7:59 A.M.	**$ 180.00**
	Weekend & Holidays: 12:00 A.M. to 11:59 P.M.	**$ 180.00**
Acknowledges – confirms their ability to perform #14, in its entirety. Yes ☑ No ☐	Mark up %	**15 %**
	Warranty	**90 days**
	Part II -	
	Normal Hours: 8:00-5:00 P.M.	**$ 120.00**
	After Hours: 5:00 P.M. to 7:59 A.M.	**$ 180.00**
Acknowledges - confirms their ability to perform #14, in its entirety. Yes ☑ No ☐	Weekend & Holidays: 12:00 A.M. to 11:59 P.M.	**$ 180.00**
	Mark up %	**15 %**
	Warranty	**90 days**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
RFSQ

RFSQ OPENING DATE: JUNE 19, 2017 RFSQ OPENING TIME: 11:00 A.M.
DEPARTMENT/BID DESCRIPTION: H. C. SHERIFF'S OFFICE
REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER & MISC. EQUIP. **RFSQ NO.: 2017-177-06-19-SGS**

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS, PHONE No., FAX No. and E-MAIL ADDRESS
1	South Texas Communications 956-687-8591	Email	Sandy Suarez	06/05/17	709 E. Pecan Blvd. McAllen, Tx 78501 sidb@stcradios.com bgonzalez@stcradios.com
2	Video Sound & Lights Attn Valentin	Email	Sandy Suarez	06/05/17	3716 S. US Hwy 281 Edinburg Tx 78539 VSLINC@AOL.COM
3	Tri-County Communications (956) 447-8440	Email	Sandy Suarez	06/05/17	1421 E. Pike Blvd. Weslaco, Tx 78596 vwilt@tri-countycom.com rsurratt@tri-countycom.com
4	Bright Light, Inc. dba/BL Tower Construction	Email	Sandy Suarez	06/05/17	Tel: 918-834-8020 Sharon@blconstruction.com
5	FireSafe Protection Services Steve McCarroll	Email	Sandy Suarez	06/05/17	1815 Sherwood Forest Houston, Tx 77043 713-722-7800 deppolito@att.net
7	Star Microwave Attn Octavio Beas	Email	Sandy Suarez	06/05/17	47560 Seabridge Drive Fremont CA 94538 PH: 510-498-7929, FX: 510-498-7901 obeas@starmicrowave.com
8	Mustang Colt Services Frank	Email	Sandy Suarez	06/05/17	1517 N. Industrial Weslaco, TX. 78596 P# 956-969-5703 F# 956-968-8084 Fjns6282@aol.com
9	Site Master, Inc.	Email	Sandy Suarez	06/05/17	6914 S. Yorktown, Ste 210 Tulsa OK. 74136 O#918-392-8920 C#918-361-7920 kgroth@sitemaster.com
10	Prime Vendor, Inc. Kimberly Doumit	Email	Sandy Suarez	06/05/17	4622 Cedar Avenue Wilington, NC 28403 P#800-746-9554 F#800-746-8307 Bids20@prime-vendor.com
12	Virtual Builder's Exchange Jeannette Olguin	Email	Sandy Suarez	06/05/17	4047 Naco Perrin Ste. 100 San Antonio, TX 78217 phone: 210.564.6900 fax: 210.564.6902 direct: 210.918.1124 ***jeannette@virtualbx.com***
13	Premier Site Services, LLC Fred Leutenegger, Jr	EMR	Sandy Suarez	06/05/17	702-682-9536 fleutenegger@premiersite.us

14	COMMDEX Lindsay Bierfeld	EMR	Sandy Suarez	06/05/17	655 Engineering Drive Norcross, GA 30092 770.349.0408 lbierfeld@commdex.com
15	Allstate Tower, Inc Katherine Gibson	EMR	Sandy Suarez	06/05/17	Pittsburg Tank & Tower Group P.O. Box 25 Henderson, KY 42419 270.830.8512 x 3607 F 270.215.5075 kgibson@pttg.com
16	e.Republic Aqsa Ahmad	EMR	Sandy Suarez	06/05/17	100 Blue Ravine Rd. Folsome, CA. 95630 916.932.1408 916.932.0838 aahmad@erepublic.com
17	Virtual Builders Exchange Karen Sesters	EMR	Sandy Suarez	06/05/17	4047 Naco Perrin, Suite 100 San Antonio, TX 78217 Ph: 210-564-6900, Ext. 126 Fax: 210-564-6902 karen@virtualbx.com
18	Prime Vendor Inc Allison Jeffords	EMR	Sandy Suarez	06/05/17	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307 Bids17@prime-vendor.com
19	Oniva Jacqueline Sessa	EMR	Sandy Suarez	06/05/17	509 Olive Way Seattle, WA. 98101 206.373.9150 jsessa@oniva.com
20	JAD Proserv David O'Hara	EMR	Sandy Suarez	06/05/17	P.O. BOX 472 Carmichaels, PA. 15320 484.612.3873 dohara@jadproserv.com
22	Construct Connect Ian Free	EMR	Sandy Suarez	06/05/17	2835 Edwards Rd. Ste 800 Cincinnati , OH. 45209 800.364.2059 x 8079 F 866.570.8078 ifree@isqft.com
24	Advanced Wireless Solutions Tim Bates	TR	Sandy Suarez	06/05/17	Grand Junction, Co. 970-712-2233 tim@advancedwirelesssoultions.net sam@advancedwirelesssoultions.net
25	Sky Climber Tower Solutions, LLC Mike Clodfelter	EMR	Sandy Suarez	06/05/17	1800 Pittsburgh Dr. Delaware, OH 43015 M 770.862.2801 F 740.203.3978 mclodfelter@skyclimber.com
26	Shay Enterprises Tamara Shay	EMR	Sandy Suarez	06/05/17	1789 Tavern Ln Tacoma, WA 98402 P 360.218.4951 tshayenterprise@gmail.com
27	Riser Communications S. Espinoza	TR	Sandy Suarez	06/05/17	2745 Southmost Blvd. Brownsville, TX. 78521 sespinoza@risercontractors.com 956-292-7611

28	Construct Connect Kevin Gillman	EMR	Sandy Suarez	06/05/17	Kevin.gillman@constructconnect.com
29	MAPCO, INC Erika Escobar	EMR	Sandy Suarez	06/05/17	421 W. Cevallos St Ste C San Antonio, TX. 78204 O- 210-444-9711 D- 210-444-277-6541 Erika@mapcoinc.net
30	Alpha Omega Wireless, Inc Joe Wargo	EMR	Sandy Suarez	06/05/17	8708 S. Congress Ave, Ste B260 Austin, TX. 78745 800-997-9250 x 101 wargo@aowireless.com
31	Rock Solid Internet Info Shane Mitchell	EMR	Sandy Suarez	06/05/17	7800 IH 10 West, Ste 108 San Antonio, TX. 78230 888-469-0840 info@getrsi.com
32	American Value Construction Lyna Morales	EMR	Sandy Suarez	06/05/17	110 N. 16th St McAllen, TX. 78501 O-956.630.0555 M-956.377.6384 avcestimate@gmail.com
33	ALTIUS Communications Andy Rosen	EMR	Sandy Suarez	06/05/17	410-667-1638-X 210 arosen@altuiscomm.com

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

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:
2017-232912

Date Filed:
07/06/2017

Date Acknowledged:
07/06/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Communications
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-177-06-19-SGS
REPAIR-INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER & MISC EQUIPMENT

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:
2017-232912

Date Filed:
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Date Acknowledged:

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South Texas Communications
McAllen, TX United States

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HIDALGO COUNTY

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2017-177-06-19-SGS
REPAIR-INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER & MISC EQUIPMENT

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

NOTARY PUBLIC STATE OF TEXAS
ISIDRA BASALDUA
Notary ID # 124930708
My Commission Expires
November 26, 2020

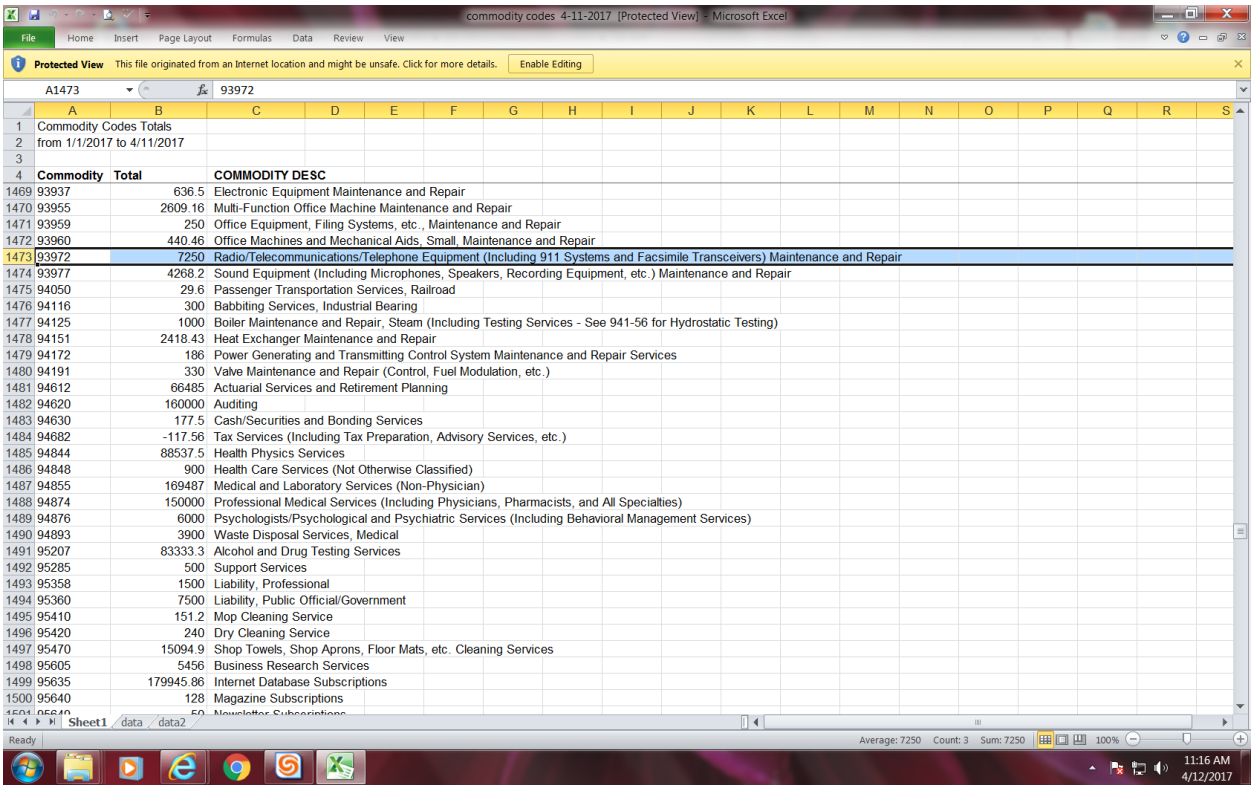
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

James L Ewing
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James L. Ewing, this the 6 day of July, 20 17, to certify which, witness my hand and seal of office.

Isidra Basaldua	Isidra Basaldua	Finance / HR
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath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Commodity Codes Totals
from 1/1/2017 to 4/11/2017
Commodity
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COMMODITY DESC
93937 636.5 Electronic Equipment Maintenance and Repair
93955 2609.16 Multi-Function Office Machine Maintenance and Repair
93959 250 Office Equipment, Filing Systems, etc., Maintenance and Repair
93960 440.46 Office Machines and Mechanical Aids, Small, Maintenance and Repair
93972 7250 Radio/Telecommunications/Telephone Equipment (Including 911 Systems and Facsimile Transceivers) Maintenance and Repair
93977 4268.2 Sound Equipment (Including Microphones, Speakers, Recording Equipment, etc.) Maintenance and Repair
94050 29.6 Passenger Transportation Services, Railroad
94116 300 Babbiting Services, Industrial Bearing
94125 1000 Boiler Maintenance and Repair, Steam (Including Testing Services - See 941-56 for Hydrostatic Testing)
94151 2418.43 Heat Exchanger Maintenance and Repair
94172 186 Power Generating and Transmitting Control System Maintenance and Repair Services
94191 330 Valve Maintenance and Repair (Control, Fuel Modulation, etc.)
94612 66485 Actuarial Services and Retirement Planning
94620 160000 Auditing
94630 177.5 Cash/Securities and Bonding Services
94682 -117.56 Tax Services (Including Tax Preparation, Advisory Services, etc.)
94844 88537.5 Health Physics Services
94848 900 Health Care Services (Not Otherwise Classified)
94855 169487 Medical and Laboratory Services (Non-Physician)
94874 150000 Professional Medical Services (Including Physicians, Pharmacists, and All Specialties)
94876 6000 Psychologists/Psychological and Psychiatric Services (Including Behavioral Management Services)
94893 3900 Waste Disposal Services, Medical
95207 83333.3 Alcohol and Drug Testing Services
95285 500 Support Services
95358 1500 Liability, Professional
95360 7500 Liability, Public Official/Government
95410 151.2 Mop Cleaning Service
95420 240 Dry Cleaning Service
95470 15094.9 Shop Towels, Shop Aprons, Floor Mats, etc. Cleaning Services
95605 5456 Business Research Services
95635 179945.86 Internet Database Subscriptions
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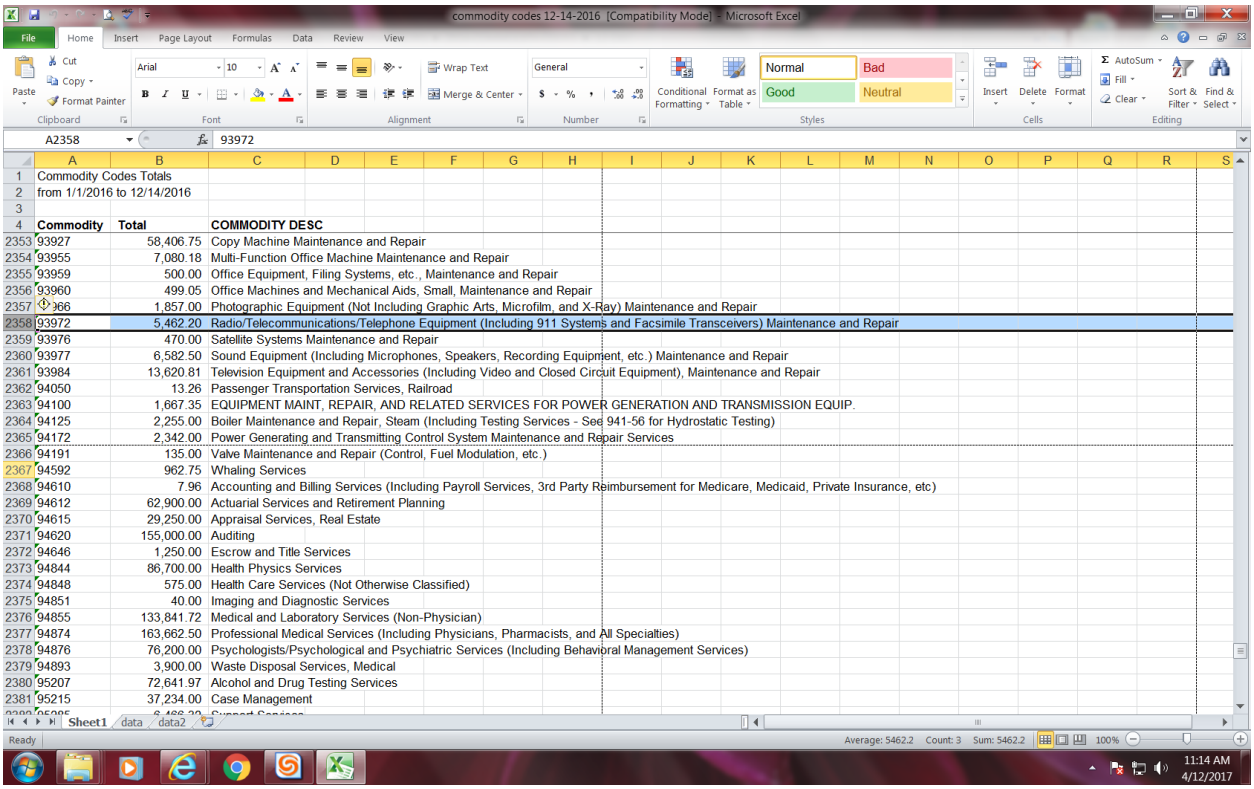
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Commodity Codes Totals
from 1/1/2016 to 12/14/2016
Commodity
Total
COMMODITY DESC
2353 93927 58,406.75 Copy Machine Maintenance and Repair
2354 93955 7,080.18 Multi-Function Office Machine Maintenance and Repair
2355 93959 500.00 Office Equipment, Filing Systems, etc., Maintenance and Repair
2356 93960 499.05 Office Machines and Mechanical Aids, Small, Maintenance and Repair
2357 93966 1,857.00 Photographic Equipment (Not Including Graphic Arts, Microfilm, and X-Ray) Maintenance and Repair
2358 93972 5,462.20 Radio/Telecommunications/Telephone Equipment (Including 911 Systems and Facsimile Transceivers) Maintenance and Repair
2359 93976 470.00 Satellite Systems Maintenance and Repair
2360 93977 6,582.50 Sound Equipment (Including Microphones, Speakers, Recording Equipment, etc.) Maintenance and Repair
2361 93984 13,620.81 Television Equipment and Accessories (Including Video and Closed Circuit Equipment), Maintenance and Repair
2362 94050 13.26 Passenger Transportation Services, Railroad
2363 94100 1,667.35 EQUIPMENT MAINT, REPAIR, AND RELATED SERVICES FOR POWER GENERATION AND TRANSMISSION EQUIP.
2364 94125 2,255.00 Boiler Maintenance and Repair, Steam (Including Testing Services - See 941-56 for Hydrostatic Testing)
2365 94172 2,342.00 Power Generating and Transmitting Control System Maintenance and Repair Services
2366 94191 135.00 Valve Maintenance and Repair (Control, Fuel Modulation, etc.)
2367 94592 962.75 Whaling Services
2368 94610 7.96 Accounting and Billing Services (Including Payroll Services, 3rd Party Reimbursement for Medicare, Medicaid, Private Insurance, etc)
2369 94612 62,900.00 Actuarial Services and Retirement Planning
2370 94615 29,250.00 Appraisal Services, Real Estate
2371 94620 155,000.00 Auditing
2372 94646 1,250.00 Escrow and Title Services
2373 94844 86,700.00 Health Physics Services
2374 94848 575.00 Health Care Services (Not Otherwise Classified)
2375 94851 40.00 Imaging and Diagnostic Services
2376 94855 133,841.72 Medical and Laboratory Services (Non-Physician)
2377 94874 163,662.50 Professional Medical Services (Including Physicians, Pharmacists, and All Specialties)
2378 94876 76,200.00 Psychologists/Psychological and Psychiatric Services (Including Behavioral Management Services)
2379 94893 3,900.00 Waste Disposal Services, Medical
2380 95207 72,641.97 Alcohol and Drug Testing Services
2381 95215 37,234.00 Case Management
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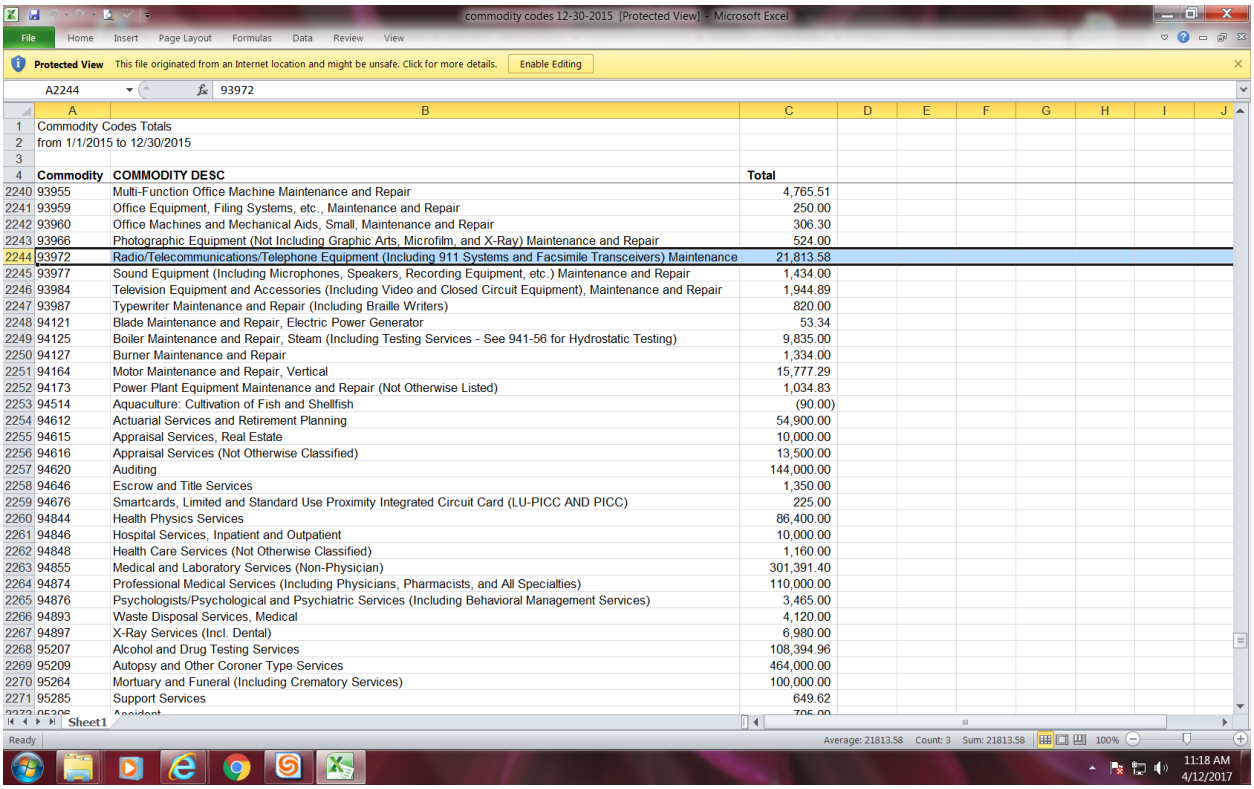
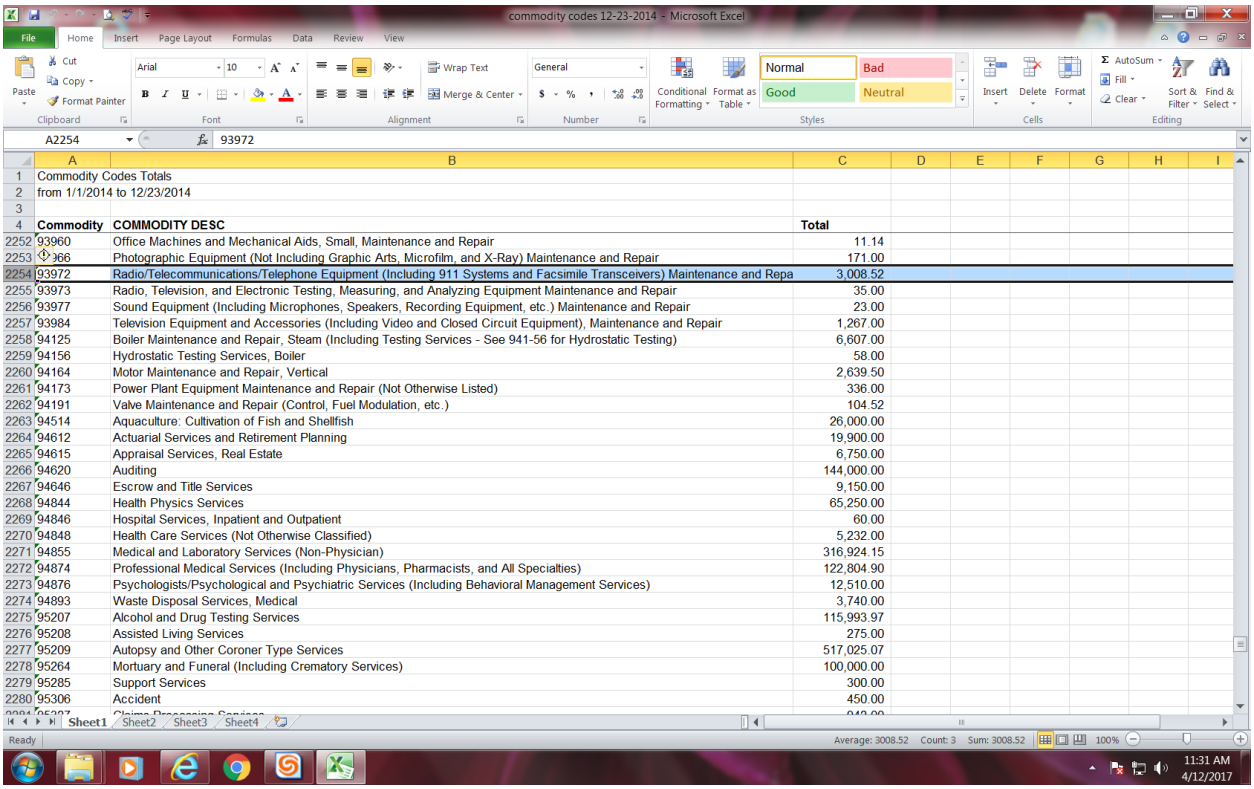


	A	B	C	D	E	F	G	H	I	J
1	Commodity Codes Totals									
2	from 1/1/2015 to 12/30/2015									
3										
4	**Commodity**	**COMMODITY DESC**	**Total**							
2240	93955	Multi-Function Office Machine Maintenance and Repair	4,765.51							
2241	93959	Office Equipment, Filing Systems, etc., Maintenance and Repair	250.00							
2242	93960	Office Machines and Mechanical Aids, Small, Maintenance and Repair	306.30							
2243	93966	Photographic Equipment (Not Including Graphic Arts, Microfilm, and X-Ray) Maintenance and Repair	524.00							
2244	93972	Radio/Telecommunications/Telephone Equipment (Including 911 Systems and Facsimile Transceivers) Maintenance	21,813.58							
2245	93977	Sound Equipment (Including Microphones, Speakers, Recording Equipment, etc.) Maintenance and Repair	1,434.00							
2246	93984	Television Equipment and Accessories (Including Video and Closed Circuit Equipment), Maintenance and Repair	1,944.89							
2247	93987	Typewriter Maintenance and Repair (Including Braille Writers)	820.00							
2248	94121	Blade Maintenance and Repair, Electric Power Generator	53.34							
2249	94125	Boiler Maintenance and Repair, Steam (Including Testing Services - See 941-56 for Hydrostatic Testing)	9,835.00							
2250	94127	Burner Maintenance and Repair	1,334.00							
2251	94164	Motor Maintenance and Repair, Vertical	15,777.29							
2252	94173	Power Plant Equipment Maintenance and Repair (Not Otherwise Listed)	1,034.83							
2253	94514	Aquaculture: Cultivation of Fish and Shellfish	(90.00)							
2254	94612	Actuarial Services and Retirement Planning	54,900.00							
2255	94615	Appraisal Services, Real Estate	10,000.00							
2256	94616	Appraisal Services (Not Otherwise Classified)	13,500.00							
2257	94620	Auditing	144,000.00							
2258	94646	Escrow and Title Services	1,350.00							
2259	94676	Smartcards, Limited and Standard Use Proximity Integrated Circuit Card (LU-PICC AND PICC)	225.00							
2260	94844	Health Physics Services	86,400.00							
2261	94846	Hospital Services, Inpatient and Outpatient	10,000.00							
2262	94848	Health Care Services (Not Otherwise Classified)	1,160.00							
2263	94855	Medical and Laboratory Services (Non-Physician)	301,391.40							
2264	94874	Professional Medical Services (Including Physicians, Pharmacists, and All Specialties)	110,000.00							
2265	94876	Psychologists/Psychological and Psychiatric Services (Including Behavioral Management Services)	3,465.00							
2266	94893	Waste Disposal Services, Medical	4,120.00							
2267	94897	X-Ray Services (Incl. Dental)	6,980.00							
2268	95207	Alcohol and Drug Testing Services	108,394.96							
2269	95209	Autopsy and Other Coroner Type Services	464,000.00							
2270	95264	Mortuary and Funeral (Including Crematory Services)	100,000.00							
2271	95285	Support Services	649.62							
2272	95286	Accident	705.00							



	A	B	C	D	E	F	G	H	I
1	Commodity Codes Totals								
2	from 1/1/2014 to 12/23/2014								
3									
4	**Commodity**	**COMMODITY DESC**	**Total**						
2252	93960	Office Machines and Mechanical Aids, Small, Maintenance and Repair	11.14						
2253	93966	Photographic Equipment (Not Including Graphic Arts, Microfilm, and X-Ray) Maintenance and Repair	171.00						
2254	93972	Radio/Telecommunications/Telephone Equipment (Including 911 Systems and Facsimile Transceivers) Maintenance and Repa	3,008.52						
2255	93973	Radio, Television, and Electronic Testing, Measuring, and Analyzing Equipment Maintenance and Repair	35.00						
2256	93977	Sound Equipment (Including Microphones, Speakers, Recording Equipment, etc.) Maintenance and Repair	23.00						
2257	93984	Television Equipment and Accessories (Including Video and Closed Circuit Equipment), Maintenance and Repair	1,267.00						
2258	94125	Boiler Maintenance and Repair, Steam (Including Testing Services - See 941-56 for Hydrostatic Testing)	6,607.00						
2259	94156	Hydrostatic Testing Services, Boiler	58.00						
2260	94164	Motor Maintenance and Repair, Vertical	2,639.50						
2261	94173	Power Plant Equipment Maintenance and Repair (Not Otherwise Listed)	336.00						
2262	94191	Valve Maintenance and Repair (Control, Fuel Modulation, etc.)	104.52						
2263	94514	Aquaculture: Cultivation of Fish and Shellfish	26,000.00						
2264	94612	Actuarial Services and Retirement Planning	19,900.00						
2265	94615	Appraisal Services, Real Estate	6,750.00						
2266	94620	Auditing	144,000.00						
2267	94646	Escrow and Title Services	9,150.00						
2268	94844	Health Physics Services	65,250.00						
2269	94846	Hospital Services, Inpatient and Outpatient	60.00						
2270	94848	Health Care Services (Not Otherwise Classified)	5,232.00						
2271	94855	Medical and Laboratory Services (Non-Physician)	316,924.15						
2272	94874	Professional Medical Services (Including Physicians, Pharmacists, and All Specialties)	122,804.90						
2273	94876	Psychologists/Psychological and Psychiatric Services (Including Behavioral Management Services)	12,510.00						
2274	94893	Waste Disposal Services, Medical	3,740.00						
2275	95207	Alcohol and Drug Testing Services	115,993.97						
2276	95208	Assisted Living Services	275.00						
2277	95209	Autopsy and Other Coroner Type Services	517,025.07						
2278	95264	Mortuary and Funeral (Including Crematory Services)	100,000.00						
2279	95285	Support Services	300.00						
2280	95306	Accident	450.00						

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-177-07-25

THIS CONTRACT is made and entered into this **25th** day of **JULY, 2017** by and between the **County of Hidalgo, Texas** ("County") and **SOUTH TEXAS COMMUNICATIONS, INC.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Quotes (RFSQ) for: **Repairs, Installation & Removal of Communications Radio Tower & Miscellaneous Equipment (on an as needed basis)** for the **Hidalgo County Sheriff's Office** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto, and incorporated herein for all purposes of (the "RFSQ"), a copy of such sealed quote is attached hereto as Exhibit "B", and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **July 25, 2017** and expiring on **July 24, 2018**. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall

be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 100 East Cano, 2nd Floor (Admn. Bldg.) Edinburg, Texas 78539
If to Company:	**South Texas Communications, Inc.** Attn: James L. Ewing, Vice President 709 East Pecan Blvd. McAllen, Texas 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing

right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

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

WITNESS our hands in duplicate originals this ____day of _____, 2017.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:
South Texas Communications, Inc.

By:_____

Printed Name: James L. Ewing

Title: Vice President

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

June 5, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Seals Quotes -**"REPAIR-INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER & MISC EQUIPMENT"**
RFSQ Bid No: 2017-177-06-19-SGS

Dear Gentleman/Ladies:

Enclosed, please find the Request for Sealed Quotes (RFSQ) 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 Sealed Quotes process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4860.

Sincerely,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

Enclosures

HIDALGO COUNTY PURCHASING
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 381-2626/ Fax: (956) 292-7612

REQUEST FOR SEALED QUOTES (RFSQ)
HIDALGO COUNTY SHERIFF'S OFFICE
"REPAIR-INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER & MISC. EQUIPMENT"
RFSQ NO: 2017-177-06-19-SGS

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5.	Exhibit C, Insurance Requirements	4
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The above mentioned items shall be found in this Request for Sealed Quotes-(RFSQ) - packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact The Purchasing Dept by calling (956) 318-2626, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Sandy Suarez, Buyer II

June 19, 2017
Date

RFSQ: 2017-177-06-19-SGS	Name: Sandy Suarez, Buyer II	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
RFSQ NO.: 2017-177-06-19-SGS

DUE DATE:
JUNE 19, 2017

Contact Person:
Sandy. Suarez, Buyer II
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE–"REPAIR-INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER & MISC. EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.

2. All RFSQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFSQ No: 2017-177- 06-19-SGS- HIDALGO COUNTY SHERIFF'S OFFICE–"REPAIR-INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER & MISC. EQUIPMENT"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **JUNE 19, 2017 on or before 11:00 A.M. EMAILS . FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ 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 RFSQ No: 2017-177-06-19-SGS**. Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your quote:

   1. **Legal Notice (See page 9);**
   2. **Quote 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 18 below).**

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so.

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the

contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ 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 Auditors Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L.

Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Sandy Suarez, Buyer II
(956) 318-2616 Ext.4860

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:

a) Name and address of successful Participant
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY OFFICE–"REPAIR-INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER & MISC. EQUIPMENT"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Rd
Edinburg, TX 78539
(956) 383-8114

17. **Schedule of Events**

Sealed Quote Opening, 11:00 AM	**JUNE 19, 2017**
Award of Contract	**, 2017**
Commence Work or Deliver Products	**, 2017**

18. ~~RFSQ or Performance Bond; Payment under Contract: if applicable for public works projects):.~~

~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~ All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. **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 RFSQ, and prior to commencement of the actual work, the Participant 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. 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.

20. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before

any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21. Disclosure of Conflict of Interest

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, 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

22. 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 RFSQ 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 RFSQ No.: 2017-177, 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 TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. If during the life of any contract or RFSQ awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

24. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25.. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. Successful Participant 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 Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

29. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant 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 Participant=s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.

30. Successful Participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful Participant 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.

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"REPAIR-INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER & MISC. EQUIPMENT"
RFSQ No: 2017-177-06-19-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Attn.: Sandy Suarez, Buyer II
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant:	
Address:	
By:	
Printed Name:	
Title:	

Must be submitted with the quote

EXHIBIT "A"
Hidalgo County Sheriff's Office
"Repair-Installation & Removal of Communication & Radio Tower & Misc. Equipment"
RFSQ NO.: 2017-177-06-19-SGS

Project Overview:

The Hidalgo County Sheriff's Office is a seeking a qualified third party Vendor(s) to provide services on County owned communication & radio tower & misc. equipment situated on Leased and/or County owned Tower(s). This Request for Sealed Quote project will on an **"as needed basis"** and will be for a one (1) year term contract, but in no event to exceed the $50,000.00 (per year) statutory bid limit, including, but not limited to the following:

SPECIFICATIONS/REQUIREMENTS:

1. The RFSQ contract will be for the repairs, installation & removal of Communications & Radio Tower miscellaneous equipment that is currently installed or will be installed in the Communications department or Tower sites. This RFSQ contract will include, but is not limited too the following:
   - Programming of frequency and software,
   - Repairs, installation and removal to base radio consoles, Tower site repeaters or equipment,
   - Portable radios
   - Specialty surveillance equipment.
2. Participant must be able to refurbish and/or repair any and all non-working radios and miscellaneous equipment unless equipment is beyond repair.
3. All services performed & parts must be guaranteed.
4. Participant(s) must also be able to conduct installations, repairs and removals at the Sheriff's Office or Tower sites on an "Emergency Basis, (i.e. radio, console and/or tower site down etc.). If the vendor charges a service call for this request, the vendor must include this cost in the service call. Response time for Emergency calls should be as soon as possible, but, no longer than **three (3)** hours.
5. Participant(s) must use only certified service technicians in performing installations, repairs and removals.
6. **All prices** for repairs, installation, removals and programming will be on an hourly time basis and shall include consideration for labor, plus parts percentage mark up; (if applicable). **Any and all additional fees should be included in bid price.** (Exhibit "B").
7. **Hourly rate will commence upon arrival** at the Communications Department and/or Tower site location as requested by Hidalgo County.
8. Any and all new equipment acquired by the Sheriff's Office will be honored in this contract.
9. Responder shall have been in business (in this field) for a minimum of five (5) years.
10. A list of a minimum of five (5) current referenced/contracts for state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information

should include, but not limited to the following:

- Company
- Contact person
- Phone number
- Work preformed
- Contract term

11. Participant shall have a service facility located in Hidalgo County to complete work specified. Facility must have ample space to store property being removed and/or installed and the ability to track and document the stored property.

12. Participant must have the proposed facility insured for losses resulting in theft, fire, emplyee negligence or hazardous weather conditions.

13. All Participants submitting responses are welcome to make arrangements with the Purchasing Department to set up an appointment to examine the equipment.

14. Award Participant(s) **shall provide a notarized written consent** by the Owner of the Tower(s); granting permission and access to the premises to perform the services, as specified in the Specifications (Exhibit "A").

a) Leased Towers

Owner of Towers	Tower Name	Location of Tower
SBA Communication Corp	La Joya Tower	La Joya, TX.
O.E. Investments Inc.	Weslaco Tower	Weslaco, TX.
O.E. Investments Inc.	Edinburg Tower	FM 1925 & Rooth Rd - Edinburg, TX.
McAllen Communication Company	McCook Tower	5 Miles N. of McCook – McCook, TX.

b) County owned Tower

Hidalgo County Tower	Sheriff's Office Tower	711 El Cibolo Road – Edinburg, TX.

All Participants shall comply with Hidalgo County Insurance Requirements (Exhibit "C") contained herein for the Hidalgo County Sheriff's Office Tower and Communications location.

TOWER /HEIGHT:

a) La Joya Water Tower - approx. 480 ft. ht.
b) Weslaco Tower – approx. 500 ft. ht.
c) Edinburg Tower - approx. 498 ft. ht.
d) McCook Tower – approx. 480 ft. ht.
e) Sheriff's Office Tower - approx. 100 ft. ht.

COMMUNICATIONS DEPARTMENT LOCATION:

a) 711 El Cibolo Road, Edinburg, TX. 78541

PART 1 - REPAIRS

The following equipment is currently installed in the Communcations Department of the Hidalgo County Sheriff's Office:

1) **Base Radio Console:**
   a) Gai-tronics consoles ICP9000
   b) Motorola command plus consoles
   c) Motorola MCC 7500 Radio Consoles

Note: Any and all new Radio Consoles acquired by the Sheriff's Office will be honored.

2) **Radio Tower Equipment (on-site or off-site):**
   a) Motorola repeater
   b) Midland repeater
   c) Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3) **Miscellaneous Equipment:**
   a) Headsets
   b) Microphones

4) **Portable Radio/ Mobile Radios**
   a) Motorola (any & all models)
   b) Vertex (any & all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day to day basis depending on new product lines available. The above list is to let you know what type of equiment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed that is considered communication equipment. (i.e. Base Radio Consoles, Tower Site Repeaters or equipment, Portable radios or Specialty Surveillance Equipment etc.) Software upgrades will not be required for this project.

PART II- REMOVAL & INSTALLATION DESCRIPTION:

1) **Base Radio Console:**
   a) Gai-tronics consoles ICP9000
   b) Motorola command plus consoles.
   c) Motorola MCC 7500 radio consoles

Note: Any and all new Radio Consoles acquired by the Sheriff's Office will be honored.

2) **Radio Tower Equipment (on-site & off-site)**
   a) Motorola repeater

b) Midland repeater
c) Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3) **Miscellaneous Equipment:**
a) Headsets
b) Microphones

4) **Portable Radios:**
a) Motorola (any & all models)
b) Vertex (any & all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day to day basis depending on new product lines available. The above list is to let your know what type of equipment you may be removing and installing and is not to limit the scope of removal and installation to these items only. The removal and installation will be for anything that is considered communication equipment. (i.e. Base Radio Consoles, Tower Site Repeaters or equipment, Portable Radios or Specialty Serveillance Equipment, etc.) Software upgrades will not be required for this project.

Any written inquires regarding this project will be accepted and by sent via email to: sandy.suarez@co.hidalgo.tx.us and/or via facsimile to 956-272-7612, by no later than Monday, June 12, 2017, at 5:00 P.M. and all responses to inquires will be sent via email to all participants by no later than Wednesday, June 14, 2017, no later than 5:00 P.M.

TERMS & CONDITIONS:

1. The contract term will be for an initial period of one (1) year with County's, but in no event to exceed the $50,000.00 (per year) statutory bid limit.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.
3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.
4. Hidalgo County reserves the right to award the bid to One or Multiple bidders; whichever is in the best interest of the County.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or Technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Any contract awarded to a successful bidder will be in effect until:
(a) The contract expires,

(b) Delivery and acceptance of products and/or performance of service ordered,
(c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. **All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

9. After RFSQ is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additonal cost to such item.

10. Hidalgo County reserves the right to utilize State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandy Suarez: 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

EXHIBIT "A-1" - REFERENCES
HIDALGO COUNTY SHERIFF'S OFFICE
"Repair-Installation & Removal Of Communication & Radio Tower & Misc. Equipment"
RFSQ NO.: 2017-177-06-19-SGS

VENDOR-REFERENCES

Please list at least Five (5) companies or government; state, local, law enforcement agencies private sectors, where the same or similar services as contained in the Specifications/requirements, were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR RFSQ

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person Name and Title: _____

Phone Number: _____ Fax Number: _____

Contract Period _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person Name and Title: _____

Phone Number: _____ Fax Number: _____

Contract Period _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person Name and Title: _____

Phone Number: _____ Fax Number: _____

Contract Period _____ Scope of Work: _____

EXHIBIT "A-1" - REFERENCES
HIDALGO COUNTY SHERIFF'S OFFICE
"Repair-Installation & Removal Of Communication & Radio Tower & Misc. Equipment"
RFSQ NO.: 2017-177-06-19-SGS

REFERENCE FOUR

Government/Company Name: _____

Address: _____

Contact Person Name and Title: _____

Phone Number: _____ Fax Number: _____

Contract Period _____ Scope of Work: _____

REFERENCE FIVE

Government/Company Name: _____

Address: _____

Contact Person Name and Title: _____

Phone Number: _____ Fax Number: _____

Contract Period _____ Scope of Work: _____

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Repair- Installation & Removal of Communication &
Radio Tower & Misc. Equipment"
RFSQ No.: 2017-177-06-19-SGS

REQUEST FOR SEALED QUOTE

PART I

ACKNOWLEGEMENT

Bidder acknowledges and confirms their ability to perform Specifications #14, in its entirety.

Check √ response - **Yes** □ **No** □

REPAIRS

Additional fees should be included in bid price.

NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County. Emergency calls - Response time should be as soon as possible, but **no longer than three (3) hours.**

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____P.M. **(Please fill in time)**

Technician $_____ Per Hour

B. After Hours _____ P.M. to _____ A.M. **(Please fill in time)**

Technician $_____ Per Hour

C. Weekends & Holidays _____A.M. to _____ P.M. **(Please fill in time)**

Technician $_____ Per Hour

D. Mark Up (%) Rate for Parts:_____

Please state all Warranties:_____

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Repair- Installation & Removal of Communication &
Radio Tower & Misc. Equipment"
RFSQ No.: 2017-177-06-19-SGS

PART II

ACKNOWLEGEMENT

Bidder acknowledges and confirms their ability to perform Specifications #14, in its entirety.

Check √ response: **Yes** □ **No** □

REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for an hourly / time rate. **Any and all additional fees should be included in bid price. NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County. Emergency calls -** Response time should be as soon as possible, **but no longer than three (3) hours.**

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____P.M. **(Please fill in time)**

Technician $_____ Per Hour

B. After Hours, _____ P.M. to _____A.M. **(Please fill in time)**

Technician $_____ Per Hour

C. Weekends & Holidays _____A.M. _____P.M.

Technician $_____ Per Hour

D. Mark Up (%) Rate for Parts:_____

Please state all Warranties:_____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

Internal Use only: Commodity Code: 913-65

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Repair- Installation & Removal of Communication &
Radio Tower & Misc. Equipment"
RFSQ No.: 2017-177-06-19-SGS

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO'S: _____

FAX NO: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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.

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 COUNTYSHERIFF'S OFFICE
REQUEST FOR SEALED QUOTES
"Repair-Installation & Removal of Communication & Radio Tower & Misc. Equipment"
RFSQ No.: 2017-177-06-19-SGS

RFSQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFSQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "B" Quote /Bid Page

_____ Exhibit "C" -Acknowledgement forms

_____ Exhibit "D" -CIQ Form - Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

EXHIBIT "B"

VENDOR'S QUOTE

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Repair- Installation & Removal of Communication &
Radio Tower & Misc. Equipment"
RFSQ No.: 2017-177-06-19-SGS

REQUEST FOR SEALED QUOTE

PART I

ACKNOWLEGEMENT

Bidder acknowledges and confirms their ability to perform Specifications #14, in its entirety.

Check √ response - **Yes** ☑ **No** ☐

REPAIRS

Additional fees should be included in bid price.

NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County. Emergency calls - Response time should be as soon as possible, but **no longer than three (3) hours.**

HOURLY RATES:

A. Normal Business Hours 8 A.M. to 5 P.M. **(Please fill in time)**

Technician $ 120 Per Hour

B. After Hours 5 P.M. to 7:59 A.M. **(Please fill in time)**

Technician $ 180 Per Hour

C. Weekends & Holidays 12 A.M. to 11:59 P.M. **(Please fill in time)**

Technician $ 180 Per Hour

D. Mark Up (%) Rate for Parts: 15%

Please state all Warranties: 90

* New Motorola Certifications Required
& LE

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Repair- Installation & Removal of Communication &
Radio Tower & Misc. Equipment"
RFSQ No.: 2017-177-06-19-SGS

PART II

ACKNOWLEGEMENT

Bidder acknowledges and confirms their ability to perform Specifications #14, in its entirety.

Check √ response: **Yes** ☑ **No** ☐

REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for an hourly / time rate. **Any and all additional fees should be included in bid price. NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County. Emergency calls -** Response time should be as soon as possible, **but no longer than three (3) hours.**

HOURLY RATES:

A. Normal Business Hours 8 A.M. to 5 P.M. **(Please fill in time)**

Technician $ 120 Per Hour

B. After Hours, 5 P.M. to 7:59 A.M. **(Please fill in time)**

Technician $ 180 Per Hour

C. Weekends & Holidays 12 A.M. 11:59 P.M.

Technician $ 180 Per Hour

D. Mark Up (%) Rate for Parts: 15 %

Please state all Warranties: 90

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

Internal Use only: Commodity Code: 913-65

~~A~~ New Motorola Certifications Required
ALC

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Repair- Installation & Removal of Communication &
Radio Tower & Misc. Equipment"
RFSQ No.: 2017-177-06-19-SGS

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	South Texas Communications, Inc
ADDRESS:	709 E. Pecan Blvd.
CITY/STATE/ZIP CODE:	McAllen, Tx 78501
PHONE NO'S:	(956) 687-8591
FAX NO:	(956) 687-1735
CELLULAR NO:	(956) 457-9895
E-MAIL ADDRESS:	JLEWING1@STCRADIOS.COM
AUTHORIZED SIGNATURE:	James L Ewing
PRINTED NAME:	James L. Ewing
TITLE	Vice President

EXHIBIT "C"

INSURANCE REQUIREMENTS

SOUTTEX-18 CANPA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Shepard Insurance Agency 5801 N 10th St Ste 600 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS: shepard@shepins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire Lloyds	43559
INSURED	INSURER B : Hartford Fire Ins Co.	19682
South Texas Communications, Inc. P.O. Box 3712 McAllen, TX 78502	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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			85318377	04/20/2017	04/20/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			85318377	04/20/2017	04/20/2018	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			85318377	04/20/2017	04/20/2018	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			65WBCAO0489	02/01/2017	02/01/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Garage Keepers			85318377	04/20/2017	04/20/2018		45,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept. Attn: Elena
100 E. Cano Street
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-232912

Date Filed:
07/06/2017

Date Acknowledged:
07/06/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Communications
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-177-06-19-SGS
REPAIR-INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER & MISC EQUIPMENT

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:
2017-232912

Date Filed:
07/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Communications
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-177-06-19-SGS
REPAIR-INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER & MISC EQUIPMENT

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

NOTARY PUBLIC STATE OF TEXAS
ISIDRA BASALDUA
Notary ID # 124930708
My Commission Expires
November 26, 2020

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

James L Ewing
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James L. Ewing, this the 6 day of July, 20 17, to certify which, witness my hand and seal of office.

Isidra Basaldua	Isidra Basaldua	Finance / HR
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form - Contract# C-17-177-07-25-South Texas Communication, Inc.-HCSO

From : Steve Crain <scrain@atlashall.com> Mon, Jul 17, 2017 09:43 AM

Subject : RE: Review & Approve as to form - Contract# C-17-177-07-25-South Texas Communication, Inc.-HCSO

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

If you are certain of the commodity code then the contract is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, July 17, 2017 8:58 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>
Subject: Re: Review & Approve as to form - Contract# C-17-177-07-25-South Texas Communication, Inc.-HCSO

Good morning, Mr. Crain-
Yes, that is correct. Commodity codes have been verified and attached for your review is expenditure report for the years 2014 - 2017 reflecting amounts below 50k.

Please advise if this contract is good to go.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Friday, July 14, 2017 10:41:14 AM
Subject: RE: Review & Approve as to form - Contract# C-17-177-07-25-South Texas Communication, Inc.-HCSO

The contract is OK if you have verified the commodity codes including this contract are below 50 Thousand Dollars.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, July 14, 2017 10:16 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>; darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>
Subject: Review & Approve as to form - Contract# C-17-177-07-25-South Texas Communication, Inc.-HCSO

Good morning, Mr. Crain-
Please review & approve as to form contract# **C-17-177-07-25** with South Texas Communication, Inc. for the purposes of: **Repairs, Installation & Removal of Communications Radio Tower & Miscellaneous Equipment (on an as needed basis)** for the **Hidalgo County Sheriff's Office.**

***Note: will be placed for award on the next CC meeting of 07/25/17.**

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

~WRD000.jpg
825 B

Zimbra **sandy.suarez@co.hidalgo.tx.us**

Re: Review & Approve as to form - Contract# C-17-177-07-25-South Texas Communication, Inc.-HCSO Commodity Codes 939-72 & 913-65

From : Sandy Suarez <sandy.suarez@co.hidalgo.tx.us> Mon, Jul 17, 2017 10:40 AM

Subject : Re: Review & Approve as to form - Contract# C-17-177-07-25-South Texas Communication, Inc.-HCSO Commodity Codes 939-72 & 913-65 1 attachment

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Liza Lopez <liza.lopez@co.hidalgo.tx.us>

Good Morning Ms. Letty,

The Commodity code that has been utilize is correct: 939-72 - Radio/Telecommunications/Telephone Equipment (including 911 Systems and Facsimile Trans receivers) Maintenance and Repairs.

I have spoken & discussed the project with Ms. Liza Lopez, Procurement Mgmt. for the Sheriff's Office and it seems a second Commodity code should also be utilized for any specific repairs pertaining to the tower equipment: 913-65- Maintenance, Repairs and Removal Services, Antenna Tower and other communication Equipment, which will be implemented immediately & utilized as needed.

Any questions and/or concerns, please let me know.
Thank you.

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Monday, July 17, 2017 9:56:16 AM
Subject: Fwd: Review & Approve as to form - Contract# C-17-177-07-25-South Texas Communication, Inc.-HCSO

Ms. Sandy-

FYI- legal is saying **contract is ok** (see attached), but only if we are certain of the commodity code being used. Can you please make sure to verify accordingly and let me know.

AI-60531 **Purchasing Department** **25. J. 2.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of multiple award and approval of contracts for the Request for Bids titled: Hidalgo County Sheriff's Office-"Commissary Supplies for Hidalgo County Adult Detention Center Facility, aka, County Jail" through project No.:2017-063-05-10-SMA.

BACKGROUND

1. Twenty (16) packets sent out; rec'd five(8) responses.
2. Contract will commence on: August 19, 2017
3. Multiple award to Bob Barker co., Rene Lucio DBA R&R Distributing ICS Jail Supplies and Keefe Supply Co..

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The vendor will supply inventory which will generate revenue to operate commissary

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Attachments

Recommendation, participation, tabulation, 1295 forms

Contract documents-Bob Barker & ICS

Contract document-KEEFE SUPPLY

Contract document-R&R Dist.

TX Gov't Code

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/18/2017 05:11 PM
Budget & Management	Veronica Ortiz	07/19/2017 08:45 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Sandra Montalvo Started On: 06/29/2017 04:24 PM

Final Approval Date: 07/21/2017

Hidalgo County Purchasing Office

2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
MAY 23 2017
By

MEMORANDUM

TO: Eddie Guerra,
Hidalgo County Sheriff's Office

ATTN: David Luevano david.luevano@hidalgoso.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: May 11, 2017

RE: **Request for Recommendations: Bid No. -2017-063-05-10-SMA-Hidalgo County Sheriff's Office- "Commissary Supplies for *Adult Detention Facility (Jail)"***

We have received EIGHT(8) bid responses to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **MAY 31, 2017 @ 10:00 a.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: _____

Recommendations(VENDORS): Rene Lugo - R & R Distribution, Bob Barker Co. Inc. ICS. Jail Supplies, Keefe Supply Co.

Should you have any questions or require further information please do not hesitate to call me at 292-7000- ext. 4865. Thank you for your attention and cooperation to this matter.

David Luevano	David Luevano	Sheriff's Office	5/22/17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: May 10, 2017 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County Sheriff's Office-Commissary Supplies for Adult Detention Facility (Jail)

BID NO.: 2017-063-05-10-SMA | **Buyer: Sandra Montalvo**

	Name of Vendor Company/Firm	Bid Request *Via	Signature (if applicable) or Initials of Staff	Date	Mailing Address, Phone No & E-Mail Address
1.	KEEFE SUPPLY CO. Attn: Blake Taylor	BLM/ EMR	Sandra Montalvo	04/24/17	3101 Marquis Dr. Suite 200 Garland, Tx75042 w- 972-272-1564 c- 214-392-7248 f- 972-272-5387 btaylor@keefegroup.com
2.	R & R DISTRIBUTING Attn: Rene Lucio	EMR	Sandra Montalvo	04/24/17	5705 E. Texas Rd. Edinburg, Tx 78542 956-451-1831 956-287-9614 fax roselucio@sbcglobal.net rrdistributing@sbcglobal.net
3.	CHARM-TEX Attn: Stan Danzger or Kaily Kellner	EMR	Sandra Montalvo	04/24/17	1618 Coney Island Avenue Brooklyn, NY 11230 800-221-3147 ext 254 stan@charm-tex.com kaily@charm-tex.com www.charm-tex.com
4.	ICS JAIL SUPPLIES, INC. Attn: Maegan Eisenman	EMR	Sandra Montalvo	04/24/17	Waco, Texas 76702 800-524-5427 254-751-0299 fax bids@icswaco.com
5.	BOB BARKER COMPANY, INC. Attn: Ryan Wilkie	EMR	Sandra Montalvo	04/25/17	134 N. Main St. Fuquay-Varina, NC 27526 DIRECT: 888-772-0250 ext 2172 FAX: 800-322-7537 www.bobbarker.com ryanwilkie@bobbarker.com
6.	GLOBAL SUPPLY USA Attn: Larry	EMR	Sandra Montalvo	04/26/17	22411 5th Place W. Bothell, WA 98021 Tel. 510-290-8618 Fax. 510-735-8690 globalsupplyusa@comcast.net
7.	PERFORMANCE FOOD GROUP, INC. D/B/A VISTAR Attn: Sean C. Mahoney	EMR	Sandra Montalvo	04/27/17	12650 E Arapahoe Road Centennial, CO 80112 781-799-3651 Sean.mahoney@pfgc.com
8.	SAFEWAY SUPPLY Attn: Michael Dillemuth	EMR	Sandra Montalvo	04/28/17	10841 HILLPOINT DR SAN ANTONIO TX 78217 TEL: 210-496-0407. FAX 210-496-1407 WWW.SAFEWAYSUPPLY.COM mdillemuth@safewaysupply.com
9.	PRIME VENDOR INC. Attn: Sarah Malcolm	EMR	Sandra Montalvo	04/28/17	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Contact Email: bids20@prime-vendor.com
10.	AMERCARE PRODUCTS, INC. Attn: Julie Siegel	EMR	Sandra Montalvo	04/28/17	Phone (425) 489-9575 Fax (425) 486-3875 julie@amercareproducts.net
11.	NATIONAL FOOD GROUP Attn: Chris Keirle	EMR	Sandra Montalvo	04/28/17	10803 Thornmint Rd, ste 105 San Diego, CA 92127 ckeirl@nationalfoodgroup.com (858) 207-9818
12.	UNION SUPPLY GROUP Attn: Owen Thomas	EMR	Sandra Montalvo	05/01/17	2301 East Pacifica Place Rancho Dominguez, CA 90224 (310) 604-4660 OThomas@unionsupplygroup.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: May 10, 2017 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County Sheriff's Office-Commissary Supplies for Adult Detention Facility (Jail)

BID NO.: 2017-063-05-10-SMA | **Buyer: Sandra Montalvo**

	Name of Vendor Company/Firm	Bid Request *Via	Signature (if applicable) or Initials of Staff	Date	Mailing Address, Phone No & E-Mail Address
					www.unionsupplygroup.com
13.	BROOKE SUPPLIES Attn: Judy Meth	EMR	S.Montalvo	05/01/17	525 E. County Line Road Lakewood, NJ 08701 (877) 601-6344 ext. 205 Judy@BrookeSupplies.com www.BrookeSupplies.com
14.	COOKESWEETS Terrell Cooke	EMR	S.Montalvo	05/01/17	24296 N. Kansas City Rd. La Feria, TX 78559 956-742-9304 monfue63266@yahoo.com
15.	BOB BARKER Attn: Erika Flynn	EMR	S.Montalvo	05/01/17	DIRECT: 919-753-1657 134 N. Main St. Fuquay-Varina, NC 27526 www.bobbarker.com erikaflynn@bobbarker.com
16.	MEDEK Attn: Dennis Garcia	IP	S.Montalvo	05/08/17	956-655-7980 cell 956-800-4366 office 855-633-3577 fax dennis@medekllc.com www.medekllc.com
17.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE/TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Sheriff's Office- Commissary Supplies *for* ***Adult Detention Facility (Jail)***

BID NO: 2017-063-05-10-SMA	**BID OPENING TIME: 9:30 A.M.**
BID OPENING DATE: May 10, 2017	**BUYER: Sandra Montalvo**

	NAME OF COMPANY	ACKNOWLEDGE RECEIPT	SUBMITTED ADDENDUM No 1 (YES or NO)
1.	**Performance Food Service, D/B/A Jenny Service**	☑	**yes**
2.	**Rene Lucio –R&R DISTRIBUTING**	☑	**yes**
3.	**Bob Barker Co.**	☑	**yes**
4.	**Brooke Supplies**	☑	**yes**
5.	**ICS Jail Supplies**	☑	**yes**
6.	**Phoenix Trading, Inc. DBA Amercare Products, Inc.**	☑	**yes**
7.	**Charm-Tex**	☑	**yes**
8.	**Keefe Supply Company**	☑	**yes**

BID TABULATION SHEET

HIDALGO COUNTY SHERIFF'S OFFICE

"Commissary Supplies for Adult Detention Facility (Jail)"

BID No. 2017-063-05-10-SMA

LIST OF ITEMS		PROPOSED PARTICIPATING VENDORS							
		PFG d/b/a Jenny Service	Rene Lucio d/b/a R & R Distributing	Bob Barker Co.Inc.	Brooke Supplies LLC	ICS Jail Supplies Inc,	Phoenix Trading Inc. d/b/a Amercare	Charm -Tex	Keefe Supply Co.
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1.	3 ½" Flexible Pencil	$ 0.2688	-------	No bid	No bid	$.06 ea.	$0.29	$.039	$0.23
2.	3 Musketeers Bar- 2.13 oz.	$ 0.6000	$0.68	No bid	No bid	No bid	-------	No bid	$0.72
3.	4 ½" Flexible Black Ink Pen	$ 0.2040	$0.34	$0.18	No bid	$.25 ea	$0.22	No bid	$0.35
4.	4"Anti Shank Security Toothbrush & Clear Cap	---------	--------	No bid	No bid	$.10	$0.09	No bid	-------
5.	Acne Gel Medication- 1 oz. Tube	$ 1.2390	--------	No bid	No bid	No bid	-------	No bid	$1.25
6.	Advil Coated (2 tablet pouch) -50 ct. box	---------	$0.41	No bid	No bid	No bid	-------	No bid	$0.45
7.	After Shave Lotion- 4 oz.	$ 0.7740	--------	No bid	No bid	$.666 ea	-------	No bid	$0.65
8.	Alcohol - Free Hair Gel -16 oz. Plastic Bottle	$ 0.8510	--------	No bid	No bid	No bid	-------	No bid	$0.91
9.	Alcohol- Free Mouthwash- 8 oz. Plastic Bottle	$ 0.8020	--------	$0.45	No bid	No bid	-------	No bid	$0.63
10.	Alka Seltzer (Original Effervescent 2-tablet Pouch)-116.ct. box	--------	$0.45	$0.24	No bid	No bid	-------	No bid	$0.45
11.	Alka Seltzer-(Plus Cold Effervescent 2-tablet Pouch) -72 ct. bx	--------	$0.53	No bid	No bid	No bid	-------	No bid	$0.60
12.	Almond Joy Bar-1.61.oz	$0.6100	$0.68	No bid	No bid	No bid	-------	No bid	$0.72
13.	Anti-Shank Coffee Cup w/Lid-12 oz.	--------	-------	No bid	No bid	No bid	-------	No bid	$1.69
14.	Anti-Shank Security Razor- Single Edge	$0.0837 ea	-------	$0.08 ea	No bid	$.10 ea	$0.09	$0.09	$0.08
15.	Athletes Foot Cream- 0.05 oz. Tube	$1.2390	--------	$0.85	No bid	$.952	$0.89	No bid	$0.62
16.	B.B.Q. Potato Chips- 1.5 oz. bag	$0.4369	--------	No bid	No bid	No bid	--------	No bid	$0.24
17.	Baby Lotion- 4 oz.	$0.7940	--------	$0.34	No bid	$.407	$0.47	No bid	$0.40
18.	Baby Ruth- 2.1 oz.	$0.6000	$0.68	No bid	No bid	No bid	--------	No bid	$0.72
19.	BBQ Corn Chips- 1.5oz. bag	-------	--------	No bid	No bid	No bid	--------	No bid	$0.23
20.	Beef & Cheese Snack Pack, Hot Flavor- 1.2 oz.	$0.5054	--------	No bid	No bid	No bid	--------	No bid	$0.92
21.	Bottled Water- 20 oz. plastic bottle	--------	$0.38	No bid	No bid	No bid	--------	No bid	$0.55
22.	Bubble Cushioned Envelope (6" x 9")	--------	$0.30	No bid	No bid	No bid	--------	No bid	$0.36
23.	Bubu Lubu-1.2 oz	$0.2789	$0.50	No bid	No bid	No bid	--------	No bid	-------
24.	Butter Finger Bar- 2.1 oz.	$0.6000	$0.68	No bid	No bid	No bid	--------	No bid	$0.72
25.	Caramel Popcorn-3.53 oz. Bag	$0.8285	---------	No bid	No bid	No bid	--------	No bid	$0.44
26.	Cereal Bowl w/Lid- 24 oz.	$1.1133	--------	No bid	No bid	No bid	--------	No bid	$0.55
27.	Chap Stick Lip Balm- 15 oz.	$0.5410	$1.16	$1.43	No bid	$.551	$1.29	No bid	$1.32
28.	Cherry/Strawberry Danish- 4.25 oz.	$0.4778	---------	No bid	No bid	No bid	--------	No bid	$0.50
29.	Chicken Vienna Sausages Pouch- 3 oz.	$1.2150	---------	No bid	No bid	No bid	--------	No bid	$0.79
30.	Chili Corn Nuts-1.4 oz	$0.3632	$0.50	No bid	No bid	No bid	--------	No bid	$0.43
31.	Chili No Beans- 11.25oz. Pouch	$1.7020	---------	No bid	No bid	No bid	--------	No bid	$1.16
32.	Chili w/Beans- 11.25oz. Pouch	$1.4315	---------	No bid	No bid	No bid	--------	No bid	$1.16
33.	Chocolate Cupcakes (2-pk) – 4 oz.	$0.4641	---------	No bid	No bid	No bid	--------	No bid	$0.58
34.	Christmas Card (English/Spanish) -6/pk	$0.2300	---------	$0.38	No bid	No bid	--------	No bid	$0.50
35.	Chunk Light Tuna -4.23 oz. Pouch	$0.9630	---------	No bid	No bid	No bid	--------	No bid	$0.80

BID TABULATION SHEET

HIDALGO COUNTY SHERIFF'S OFFICE

"Commissary Supplies for Adult Detention Facility (Jail)"

BID No. 2017-063-05-10-SMA

LIST OF ITEMS		PROPOSED PARTICIPATING VENDORS							
		PFG d/b/a Jenny Service	Rene Lucio d/b/a R & R Distributing	Bob Barker Co.Inc.	Brooke Supplies LLC	ICS Jail Supplies Inc,	Phoenix Trading Inc. d/b/a Amercare	Charm -Tex	Keefe Supply Co.
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
36.	Churritos Red Chili Lime- 4 oz. bag	--------	$0.98	No bid	No bid	No bid	--------	No bid	$1.03
37.	Cinnamon Rolls- 4 oz. pk	$ 0.3890	--------	No bid	No bid	No bid	--------	No bid	$0.50
38.	Close Up "Red Gel" Toothpaste- 4.0 oz.	$1.9085	--------	$1.12	No bid	No bid	--------	No bid	$1.12
39.	Coca Cola Classic- 20 oz. plastic bottle	$1.2430	---------	No bid	No bid	No bid	--------	No bid	$0.93
40.	Cocoa Butter Moisturizing Soap- 3.6 oz.	$0.7520	---------	$1.00	No bid	$.548	$0.55	No bid	$1.46
41.	Colgate "Red Gel" Toothpaste- 4.2 oz.	$1.6390	---------	No bid	No bid	$1.80	--------	No bid	$1.58
42.	Conchas- 2ct 23 oz.	--------	$1.49	No bid	No bid	No bid	--------	No bid	--------
43.	Contact Lens Solution- 4 oz.	$2.9685	---------	No bid	No bid	No bid	--------	No bid	$4.00
44.	Cookies (duplex/vanilla/chocolate/strawberry) -6 oz. Tray	$0.3730	$0.51	No bid	No bid	No bid	--------	No bid	$0.51
45.	Dandruff Shampoo & Conditioner- 14.2 oz.	$0.9350	---------	$3.72	No bid	No bid	$1.59	No bid	$2.50
46.	Dial -Hypo Allergenic Soap- 3-3.2 oz. bar	$0.5343	$0.46	$0.56	No bid	$.864	--------	No bid	$0.46
47.	Dial Soap- 4 oz. bar	$0.7355	$0.77	$0.86	No bid	$.548	--------	No bid	$0.71
48.	Dictionary (English-Spanish & English)	$0.7310	---------	$4.49	No bid	$2.08	--------	No bid	$1.15
49.	Diet Coke -20 oz. plastic bottle	$1.2430	--------	--------	No bid	No bid	--------	No bid	$0.93
50.	Diet Dr. Pepper- 20 z. plastic bottle	---------	--------	--------	No bid	No bid	--------	No bid	$0.93
51.	Disposable Douche- 4.5 oz.	$1.4610	--------	--------	No bid	No bid	--------	No bid	$1.59
52.	Doritos Nacho Cheese-1.5oz	$0.4317	--------	--------	No bid	No bid	--------	No bid	$0.32
53.	Dove White Moisturizing Soap- 3 oz. bar	$1.4635	--------	$1.68	No bid	$1.75	$0.90	No bid	$1.57
54.	Dr. Pepper- 20 oz. plastic bottle	$0.8250	---------	---------	No bid	No bid	--------	No bid	$0.93
55.	Elastic Pony Tails- 18 ct. pk-black	$0.6720	--------	$0.35	No bid	$.52	--------	No bid	$0.70
56.	Eye Drops- 0.5 oz.	$1.1898	--------	-------	No bid	No bid	--------	No bid	$0.93
57.	Fanta Orange- 20 oz. plastic bottle	--------	--------	-------	No bid	No bid	--------	No bid	$0.93
58.	Father's Day Card (English/Spanish) -6/pk	$0.2300	--------	$0.42	No bid	No bid	--------	No bid	$0.50
59.	Fish Fillets -3.53oz. Pouch	$0.6630	--------	--------	No bid	No bid	--------	No bid	$0.63
60.	Flaming Hot Cheetos- 1.5oz. bag	$0.4317	--------	--------	No bid	No bid	--------	No bid	$0.29
61.	Gansito- 2ct- 3.53 oz.	--------	$1.49	--------	No bid	No bid	--------	No bid	--------
62.	Greaseless Skin Cream- 4.5 oz.	--------	--------	--------	No bid	No bid	--------	No bid	$1.15
63.	Grey Sweatshirts (small thru 4XL)	$11.8800	--------	$5.19	No bid	$8.04	--------	$10.18	$5.33
64.	Gummy Bears- 4 oz.	$1.1770	$0.99	--------	No bid	No bid	--------	No bid	$0.52
65.	Hair Moisturizer- 4 oz. Tube	$3.3980	--------	--------	No bid	No bid	--------	No bid	$2.01
66.	Happy Birthday Card (English/Spanish) -6/pk	$0.2300	--------	$0.42	No bid	No bid	--------	No bid	$0.50
67.	Happy Easter Card (English/Spanish)- 6/pk	$0.2300	--------	$0.42	No bid	No bid	--------	No bid	$0.50
68.	Happy Mother's Day Card (English/Spanish)- 6/pk	$0.2300	--------	$0.42	No bid	No bid	--------	No bid	$0.50
69.	Hemorrhoid Ointment- 2 oz. Tube	$2.7165	--------	--------	No bid	No bid	--------	No bid	$2.84
70.	Hershey's Chocolate Almond- 1.45 oz.	$0.6100	$0.68	--------	No bid	No bid	--------	No bid	$0.72

BID TABULATION SHEET

HIDALGO COUNTY SHERIFF'S OFFICE

"Commissary Supplies for Adult Detention Facility (Jail)"

BID No. 2017-063-05-10-SMA

LIST OF ITEMS		PROPOSED PARTICIPATING VENDORS							
		PFG d/b/a Jenny Service	Rene Lucio d/b/a R & R Distributing	Bob Barker Co.Inc.	Brooke Supplies LLC	ICS Jail Supplies Inc,	Phoenix Trading Inc. d/b/a Amercare	Charm -Tex	Keefe Supply Co.
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
71.	Hinged Soap Dish Box- Regular Size	$0.4020	$0.34	$0.28	No bid	$.176	$0.30	No bid	$0.28
72.	Honey Bun- 6 oz. pk	$0.4641	-------	-------	No bid	No bid	--------	No bid	$0.45
73.	Hormel Spam Single Classic Pouch- 3 oz.	$0.9000	--------	-------	No bid	No bid	--------	No bid	$1.03
74.	Hot Chili w/Beans- 11.25 oz. Pouch	$1.4315	--------	-------	No bid	No bid	--------	No bid	$1.16
75.	Hot Cocoa Mix- 1oz. bag	$0.1728	--------	-------	No bid	No bid	--------	No bid	$0.13
76.	Hot/Spicy Pork Cracklings- 2 oz.	$0.6243	$0.75	-------	No bid	No bid	--------	No bid	$0.68
77.	Hydrocortisone Cream- 1 oz. Tube	$1.6245	-------	$1.05	No bid	$.979	$1.21	No bid	$0.98
78.	Hygiene Kit (4" T-Brush/T-Paste -1.05 oz. /Deodorant- 0.05 oz./Soap- 1 oz.)	-------	$1.37	$0.59	No bid	$.616	$0.79	No bid	--------
79.	Jalapeno Cheese Spread- 8 oz. Plastic Tub	$1.0970	--------	--------	No bid	No bid	--------	No bid	$1.10
80.	Jelly (Grape & Strawberry)-12 oz. Squeeze Bottle	$1.7910	--------	--------	No bid	No bid	--------	No bid	$1.65
81.	Jolly Ranchers- 3.7 oz. Assorted Bag	$0.8883	--------	--------	No bid	No bid	--------	No bid	$0.60
82.	Legal Gummed Pads -(8 ½ x 11")	$0.5688	--------	$0.93	No bid	No bid	--------	No bid	$0.58
83.	M & M Peanuts-1.74 oz. bag	$0.6000	$0.68	--------	No bid	No bid	--------	No bid	$0.72
84.	Maxwell House Instant Coffee- 4 oz. Resealable Clear Pouch	$2.6413	--------	--------	No bid	No bid	--------	No bid	$2.30
85.	Medicated Chest Rub- 3.53 oz.	$1.0580	--------	--------	No bid	No bid	$1.15	No bid	$1.32
86.	Men White Crew Neck T-shirts (Small thru 6XL)	$3.8880	--------	$2.07	No bid	$ 3.52	--------	$2.38	$2.70
87.	Men's/Ladies Crew Socks (one size fits all)	$0.6450	--------	$0.42	No bid	$ .433	--------	No bid	$0.50
88.	Mild Dill Pickle- 5 oz.	$0.7825	--------	--------	No bid	No bid	--------	No bid	$0.48
89.	Milky Way Bar- 2.05 oz.	$0.6000	$0.68	--------	No bid	No bid	--------	No bid	$0.72
90.	Mini Mantecadas Muffins- 4 ct- 4.41 oz	----------	$1.49	--------	No bid	No bid	--------	No bid	--------
91.	Moon pies (banana/strawberry/chocolate)- 2.75 oz.	$0.3740	--------	--------	No bid	No bid	--------	No bid	$0.36
92.	Motrin Ibuprofen (2 tablet pouch)- 50 ct. bx	----------	$0.55	--------	No bid	No bid	--------	No bid	$0.25
93.	Muscle Rub- 3 oz. Tube	$1.9675	--------	--------	No bid	No bid	$1.79	No bid	$1.75
94.	Nair Hair Removal- 9 oz.	----------	--------	--------	No bid	No bid	--------	No bid	--------
95.	No Clasp Envelope (9" x 12")	$0.0615	--------	--------	No bid	No bid	--------	No bid	$0.09
96.	Oral Pain Relief- 0.33 oz. Tube	--------	--------	$.06	No bid	No bid	--------	No bid	$1.14
97.	Palm Hair Brush Flexible – Black	--------	$0.37	--------	No bid	$.25	$0.28	No bid	$2.65
98.	Pay Day Bar- 1.85 oz.	$0.6452	$0.68	--------	No bid	No bid	--------	No bid	$0.72
99.	Peanut Butter Squeezers- 1.12 oz.	$0.2708	--------	--------	No bid	No bid	--------	No bid	$0.14
100.	Peanut Pattie- 2.25 oz.	----------	$0.68	--------	No bid	No bid	--------	No bid	--------
101.	Peanuts Crunchy Coated- 3.2 oz	----------	$0.98	--------	No bid	No bid	--------	No bid	--------
102.	Plastic Reading Glasses	$2.4480	----------	--------	No bid	$5.00	--------	No bid	$1.09
103.	Playing Cards Deck	$0.9960	$0.98	$0.58	No bid	$ .624	$0.85	No bid	$1.16
104.	Postcards	--------	--------	--------	No bid	No bid	--------	No bid	--------

BID TABULATION SHEET

HIDALGO COUNTY SHERIFF'S OFFICE

"Commissary Supplies for Adult Detention Facility (Jail)"

BID No. 2017-063-05-10-SMA

LIST OF ITEMS		PROPOSED PARTICIPATING VENDORS							
		PFG d/b/a Jenny Service	Rene Lucio d/b/a R & R Distributing	Bob Barker Co.Inc.	Brooke Supplies LLC	ICS Jail Supplies Inc,	Phoenix Trading Inc. d/b/a Amercare	Charm -Tex	Keefe Supply Co.
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
105.	Ramen Soups- 3 oz. Clear Pack-(chili, beef, ,chicken,Shrimp Chili Lime Shrimp, Spicy Chicken, Spicy Beef)	$0.1730	$0.24	--------	No bid	No bid	--------	No bid	$0.175
106.	Ranch Corn Nuts -1.4 oz	$0.3632	--------	--------	No bid	No bid	$3.77	No bid	$0.43
107.	Razorless Hair Removing Cream- 6 oz.	$2.9060	--------	$3.28	No bid	$4.14	--------	No bid	$3.24
108.	Reese's Peanut Butter Cups- 1.5 oz.	$0.6100	$0.68	--------	No bid	No bid	--------	No bid	$0.72
109.	Refried Beans Resealable Pouch- 6 oz.	$0.6096	--------	--------	No bid	No bid	--------	No bid	$0.90
110.	Roast Beef & Gravy- 10 oz. Pouch	---------	--------	--------	No bid	No bid	--------	No bid	$2.47
111.	Salted Peanuts- 1.75 oz. bag	$0.2461	--------	--------	No bid	No bid	--------	No bid	$0.20
112.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$0.5790	--------	--------	No bid	No bid	--------	No bid	$0.44
113.	Shaving Gel- 3 oz. Clear Tube	$0.6622	--------	$0.94	No bid	$ .516	$0.80	No bid	$0.57
114.	Sketch Pads (50 Sheets)	$0.5690	--------	$0.75	No bid	$4.73	--------	No bid	$0.58
115.	Skittles "Original Fruits" -2.17 oz. bag	$0.6622	$0.68	--------	No bid	No bid	--------	No bid	$0.72
116.	Snack Crackers -12 oz. box	--------	--------	--------	No bid	No bid	--------	No bid	$1.35
117.	Snickers Almond Bar- 1.76 oz.	$0.6000	$0.68	--------	No bid	No bid	--------	No bid	$0.72
118.	Snickers Bar- 2.07 oz.	$0.6000	$0.68	--------	No bid	No bid	--------	No bid	$0.72
119.	Speed Stick Aqua Sport Anti-Perspirant Gel- 3 oz.	$1.9930	--------	$2.12	No bid	$2.74	--------	No bid	$2.10
120.	Sprite- 20 oz. plastic bottle	$1.2430	--------	--------	No bid	No bid	--------	No bid	$0.93
121.	St. Valentines Cards (English/Spanish) 6/pk	$0.2300	--------	$.042	No bid	No bid	--------	No bid	$0.50
122.	Starlite Mints- 3.75 oz. Bag	$0.5755	--------	--------	No bid	No bid	--------	No bid	$0.42
123.	Suave Powder Fresh Deodorant- 1.7 oz. Clear	$1.2850	--------	$1.22	No bid	$1.21	$1.74	No bid	$1.29
124.	Sugar Cubes- 1 1b. bx	$1.5120	--------	--------	No bid	No bid	--------	No bid	$1.63
125.	Sunflower Kernels- 4 oz. Bag	$0.9583	--------	--------	No bid	No bid	--------	No bid	$0.35
126.	Super Cantinero Peanuts & Tortilla Chips-5 ¼ oz.	---------	$1.83	--------	No bid	No bid	--------	No bid	--------
127.	Takis Guacamole- 4 oz. bag	---------	$0.98	--------	No bid	No bid	--------	No bid	$1.03
128.	Takis or Extremes- 3.7 oz. bag	---------	$0.98	--------	No bid	No bid	--------	No bid	$1.03
129.	Tampons – Singles (Regular/Super/Junior) -40 ct. Box	$2.2803	--------	$0.08	No bid	$3.42 bx	$0.10	No bid	$4.50
130.	Tan PVC Shower Sandals (Size 8 thru 13)	----------	--------	$1.29	$1.79	$1.60 ea	--------	$1.72	$1.65
131.	Thanksgiving Day Card (English/Spanish) 6/pk	$0.2300	--------	--------	No bid	No bid	--------	No bid	$0.50
132.	Three Flowers Brilliantine- 4 oz.	$2.8950	--------	--------	No bid	No bid	--------	No bid	$1.76
133.	Topochico Beverage Apple- 20 oz.	---------	$0.97	--------	No bid	No bid	--------	No bid	--------
134.	Topochico Beverage Mineral Water- 20 oz.	---------	$0.97	--------	No bid	No bid	--------	No bid	--------
135.	Topochico Beverage Peach- 20 oz.	---------	$0.97	--------	No bid	No bid	--------	No bid	--------
136.	Topochico Beverage Pineapple- 20 oz.	----------	$0.97	--------	No bid	No bid	--------	No bid	--------
137.	Topochico Beverage Strawberry- 20 oz.	----------	$0.97	--------	No bid	No bid	--------	No bid	--------
138.	Tortilla Chips- 12 oz. bag	$1.1640	$1.41	--------	No bid	No bid	--------	No bid	$1.14

BID TABULATION SHEET

HIDALGO COUNTY SHERIFF'S OFFICE

"Commissary Supplies for Adult Detention Facility (Jail)"

BID No. 2017-063-05-10-SMA

LIST OF ITEMS		PROPOSED PARTICIPATING VENDORS							
		PFG d/b/a Jenny Service	**Rene Lucio d/b/a R & R Distributing**	**Bob Barker Co.Inc.**	**Brooke Supplies LLC**	**ICS Jail Supplies** Inc,	**Phoenix Trading Inc. d/b/a Amercare**	**Charm -Tex**	**Keefe Supply Co.**
		UNIT PRICE	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**
139.	Tostadas- 12 oz. pack	--------	**$1.41**	--------	**No bid**	**No bid**	--------	No bid	$1.21
140.	Tums- 3-roll pack	**$1.6330**	--------	--------	**No bid**	**No bid**	--------	No bid	$0.68
141.	Twin Pocket Folders	**$0.3168**	--------	--------	**No bid**	**No bid**	--------	No bid	$0.32
142.	Twix Bar- 2.0 oz.	**$0.6000**	**$0.68**	--------	**No bid**	**No bid**	--------	No bid	$0.72
143.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	----------	**$0.41**	--------	**No bid**	**No bid**	--------	No bid	$0.52
144.	Vanilla Caramels- 3 oz. Bag	**$0.8043**	--------	--------	**No bid**	**No bid**	--------	No bid	$0.41
145.	VO5 Extra Body Conditioner- 12.5 oz.	**$0.9820**	**$1.15**	--------	**No bid**	**$1.99 ea.**	$1.33	No bid	$0.97
146.	VO5 Extra Body Shampoo- 12.5 oz.	----------	**$1.15**	--------	**No bid**	**$1.99 ea.**	$1.33	No bid	$0.97
147.	White Boxer Shorts (small thru 6XL)	----------	--------	**$1.17**	**No bid**	**$1.06 ea.**	--------	$1.18	$2.00
148.	White Handkerchief (15" x 15")	**$0.6355**	--------	--------	**No bid**	**$.605 ea.**	--------	No bid	$0.55
149.	White Ladies Panties (Size 5 thru 18)	**$1.5640**	--------	**$0.84**	**No bid**	**$.805 ea.**	--------	$0.85	$1.65
150.	White Men Briefs (small thru 5XL)	----------	--------	**$0.92**	**No bid**	**$.927 ea.**	--------	$1.00	$1.65
151.	White Men's/Ladies Velcro Tennis Shoes	----------	--------	**$5.49**	**No bid**	**$6.40 ea.**	--------	No bid	$19.50
152.	White Security Envelopes--#10	----------	--------	--------	**No bid**	**$.028 ea.**	--------	No bid	$0.03
153.	White Sport Bras (medium thru 3XL)	**$10.8120**	--------	**$1.62**	**No bid**	**$1.93 ea.**	--------	$2.18	$2.25
154.	White Thermal Underwear Set (small thru 6XL)	----------	--------	**$2.92**	**No bid**	**$5.39 ea.**	--------	$9.18	--------
155.	White Washcloth -(12"x12")	**$0.3254**	--------	**$0.13**	**No bid**	**$.118 ea.**	--------	$0.10	$0.25
156.	Word Seek Puzzles Books	**$0.7310**	--------	**$1.21**	**No bid**	**$1.22 ea.**	--------	No bid	$0.95

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:
2017-230360

Date Filed:
06/28/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ICS Jail Supplies, Inc.
JM Bogan III, 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.

Bid No: 2017-063-05-10-SMA
Commissary Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bogan III, JM	Waco, TX United States	X	
Bogan, TW	Waco, 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.

SONYA STERLING
Notary Public
STATE OF TEXAS
ID#1304815-0
My Comm. Exp. Dec 30, 2019

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said JM Bogan III, this the 28 day of June, 20 17, to certify which, witness my hand and seal of office.

Sonya Sterling — Signature of officer administering oath
Sonya Sterling — Printed name of officer administering oath
Assoc. Director — 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:
2017-230360

Date Filed:
06/28/2017

Date Acknowledged:
06/29/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ICS Jail Supplies, Inc.
JM Bogan III, 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.

Bid No: 2017-063-05-10-SMA
Commissary Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bogan III, JM	Waco, TX United States	X	
Bogan, TW	Waco, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-230635

Date Filed:
06/29/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bob Barker Company, Inc.
Fuquay-Varina, NC 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.

2017-063-05-10-SMA
Commissary Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Barker-Johns, Nancy	Fuquay-Varina, NC United States	X	
Barker, Robert	Raleigh, NC 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.

BETTINA S. MORGAN NOTARY PUBLIC JOHNSTON COUNTY, NC

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Erika Flym, this the 29 day of June, 20 17, to certify which, witness my hand and seal of office.

Bettina S. Morgan
Signature of officer administering oath

Bettina S. Morgan
Printed name of officer administering oath

Notary Public
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-230635

Date Filed:
06/29/2017

Date Acknowledged:
06/29/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bob Barker Company, Inc.
Fuquay-Varina, NC 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.
2017-063-05-10-SMA
Commissary Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Barker-Johns, Nancy	Fuquay-Varina, NC United States	X	
Barker, Robert	Raleigh, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-231867

Date Filed:
07/05/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Keefe Commissary Network, LLC
Garland, 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 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.
2017-063-05-10-SMA
Commissary

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

ELLEN J. EARNEST
Notary Public, State of Texas
My Commission Expires
August 24, 2019

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 Blake Taylor, this the 5th day of July, 20 17, 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
Ellen J. Earnest	Ellen J. Earnest	Business Mgr.

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:
2017-231867

Date Filed:
07/05/2017

Date Acknowledged:
07/05/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Keefe Commissary Network, LLC
Garland, 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 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.

2017-063-05-10-SMA
Commissary

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:
2017-233645

Date Filed:
07/09/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rene Lucio d/b/a R&R Distributing
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.
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.
Bid No.:2017-063-05-10-SMA
Commissary Items including: beverages, snack products, cookies, candies, medications, hygiene products, etc.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
PERLA YVETTE ZEPEDA
My Commission Expires
March 15, 2019

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Rene Lucio, this the 10th day of July, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Perla Y. Zepeda — 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:
2017-233645

Date Filed:
07/09/2017

Date Acknowledged:
07/10/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Rene Lucio d/b/a R&R Distributing
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.

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.

Bid No.:2017-063-05-10-SMA
Commissary Items including: beverages, snack products, cookies, candies, medications, hygiene products, etc.

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

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form: "Mulitple Award" Project: (Commissary Supplies) HSO - Bob Barker Co (C-17-063B-07-25) & ICS Comm Supp(C-17-063C-07-25)

From : Steve Crain <scrain@atlashall.com> Tue, Jul 11, 2017 04:23 PM

Subject : RE: Review & Approve as to form: "Mulitple Award" Project: (Commissary Supplies) HSO - Bob Barker Co (C-17-063B-07-25) & ICS Comm Supp(C-17-063C-07-25)

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Both contracts are OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, July 11, 2017 4:11 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>
Subject: Re: Review & Approve as to form: "Mulitple Award" Project: (Commissary Supplies) HSO - Bob Barker Co (C-17-063B-07-25) & ICS Comm Supp(C-17-063C-07-25)

Hi, Mr. Crain-

Will this work?

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, July 11, 2017 3:17:15 PM
Subject: RE: Review & Approve as to form: "Mulitple Award" Project: (Commissary Supplies) HSO - Bob Barker Co (C-17-063B-07-25) & ICS Comm Supp(C-17-063C-07-25)

Do both sellers have locations in Hidalgo County to pick up Products?

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, July 11, 2017 2:45 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>
Subject: Review & Approve as to form: "Mulitple Award" Project: (Commissary Supplies) HSO - Bob Barker Co (C-17-063B-07-25) & ICS Comm Supp(C-17-063C-07-25)

Good afternoon, Mr. Crain-
Please review and approve as to form agreements (attached hereto) for the purposes of a "**multiple award**" of bids/contracts for: "**Commissary Supplies**" for the **Hidalgo County Adult Detention/Jail Facility.**

This is the first set of four (4) multi-awarded agreements are as follows:

#3) Bob Barker Co, Inc. - C-17-063B-07-25
#4) ICS Supplies, Inc. - C-17-063C-07-25

*__*Note:*__ will follow up with the rest of the two agreements once I am in receipt of the vendors final docs.

Please advise, as these agreements will be placed on the next CC agenda of 07/25/17 for CC action.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT
C-17-063B-07-25

THIS AGREEMENT (the "Agreement") is entered into effective as of the **25TH** day of **July, 2017** by and between **Bob Barker Company, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements for the **"Commissary Supplies"** for **Hidalgo County Adult Detention Facility (Jail)" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, the Product listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects for a period of **one (1) year** with the Buyer's option to extend for an additional two (2) one (1) year terms under the same rates, terms and conditions. Buyer also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **August 19, 2017** and expire on **August 18, 2018,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
100 East Cano, 2nd Floor (Admin. Bldg.)
Edinburg, Texas 78539

If to Seller:
Bob Barker Company, Inc.
Attn: Erica Flynn, Contract Specialist
134 North Main Street
Fuquay-Varina, NC 27536

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.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

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

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

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

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

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

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or

qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Buyer.

(2) 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 Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

*Approved by Commissioner's Court: _____, **2017.***

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By:_____
Ramon Garcia, Buyer Judge

ATTEST:

_____
Arturo Guajardo Jr., Buyer Clerk

SELLER: BOB BARKER COMPANY, INC.

By:_____

Printed Name: Erica Flynn

Printed Name: Contract Specialist

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

April 24, 2017

Bidder's name

Address

City

State, Zip Code

Re: **Hidalgo County Sheriff's Office**
REQUEST FOR BIDS- ***"Commissary Supplies for Adult Detention Facility (Jail)"***
RFB BID No. 2017-063-05-10-SMA

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) 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 Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4865.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

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REQUEST FOR BIDS (RFB)

Hidalgo County Sheriff's Office
"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"
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1.	Request For Bid Letter	1
2.	Request for Bid, **Legal Notice**	8
3.	**Exhibit A**, Specifications/Requirements	4
4.	**Exhibit B**, Bid Page	5
5.	**Exhibit C,** Insurance Requirements	4
6.	**Exhibit D**, (CIQ) Conflict of Interest Questionnaire (if applicable)	1
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.	**Draft Requirements Agreement**	8
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB 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

04/28/17
Date

Bid No:2017-063-05-10-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext.4865

REQUEST FOR BIDS

Hidalgo County Sheriff's Office

"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"

RFB No.: 2017-063-05-10-SMA

BID OPENING DATE: May 10, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1) Sealed bids will be received for **"Hidalgo County Sheriff's Office-"*COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)*"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB No.: 2017-063-05-10-SMA -Hidalgo County Sheriff's Office-"*COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)*"** and at County's Purchasing Department with a physical address:2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, Wednesday, May 10, 2017.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO *Hidalgo County Sheriff's Office-"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)".*

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1) Legal Notice (See page 8);
2) Bid Page-(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 18 below).

3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10) County reserves the right to accept or reject any or all Bids.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation- **Hidalgo County Sheriff's Office-** ***COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"***-RFB NO.: **2017-063-05-10-SMA** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17) SCHEDULE OF EVENTS:

Bid Opening, 9:30 A.M.	May 10, 2017
Award of Contract	,2017
Commence Work or Deliver Products	2017

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. 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 bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) 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.

20) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21) 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 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) 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 RFB 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 **RFB Project No. (2017-063),** 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 via email to: sandra.montalvo@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.*

23) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24) Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

a) Meet schedules;
b) Pay any required fees or taxes; or
c) Otherwise perform in accordance with the specifications.

29) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30) Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

LEGAL NOTICE

Hidalgo County Sheriff's Office
"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"
RFB No. 2017-063-05-10-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281-Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

BIDDER: _____

ADDRESS: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Commissary Supplies for Adult Detention Facility (Jail)"
BID No. 2017-063-05-10-SMA

SCOPE

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "***COMMISSARY PRODUCT*** on an "***As Needed Basis***" including, but not limited to, the following:

REQUIREMENTS/SPECIFICATIONS, TERMS & CONDITIONS

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1) Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

2) All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

3) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

4) Hidalgo County Sheriff's Office reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

5) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

6) Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

7) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

8) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

9) ***SUPPLIES REQUIRED:***

Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to following:

- Snacks
- Sugar & artificial sweetener
- Drinks/drink mix
- Candies
- Small supplies such as pens/pencils/envelopes/etc.
- Personal items (combs, lotion, etc.)
- Personal hygiene items

- Dental care items
- Various over–the-counter medications
- Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

10) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2013 is as follows:

Total inventory purchases:

- $_467,290.00 (Current average daily total detention center population is at 1384).

11) Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

12) ***PRODUCT CONTAINERS:***

No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

13) ***SECURITY:***

All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

14) All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

15) Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

16) ***RECORD/INVENTORY:***

Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

17) Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

18) **PRODUCTS QUALITY:**

All commissary products are subjected to the upmost quality in the intent of retailing all bided items. The vendor is responsible for supplying items that are not damaged and or expired. If the items do not meet any retail standard the vendor is responsible for replacing and or an issuance of credit to any items that are deemed sub-quality for retail or consumption.

Garments awarded to vendors must meet retail quality. Garments that are procured for the intent of resale through the commissary must not be stained or damaged. The vendor is responsible for replacing and or crediting any damaged items.

19) ***MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:***

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A) REQUESTING PRICE ADJUSTMENT: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B) PRICE REDUCTION:

Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) TIME FRAME FOR ADJUSTED PRICE INCREASES:

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. Hidalgo County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) ALLOWABLE REVIEW PERIODS:

Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) DOLLAR LIMIT TO PRICE CHANGES:

The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

19) ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Monday, May 1, 2017 by 5:00 p.m**. Responses to said inquiries will be sent to all applicants via email by no later than **Wednesday, May 3, 2017 by 5:00 p.m.**

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"

BID No. 2017-063-05-10-SMA

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	#10 White Security Envelopes	$
2.	3 ½" Flexible Pencil	$
3.	3 Musketeers Bar 2.13 oz.	$
4.	4 ½" Flexible Black Ink Pen	$
5.	4" Anti Shank Security Toothbrush & Clear Cap	$
6.	Acne Gel Medication 1 oz. Tube	$
7.	Advil Coated (2 tablet pouch) 50 ct. box	$
8.	After Shave Lotion- 4 oz.	$
9.	Alcohol - Free Hair Gel 16 oz. Plastic Bottle	$
10.	Alcohol - Free Mouthwash 8 oz. Plastic Bottle	$
11.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	$
12.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	$
13.	Almond Joy Bar 1.61.oz	$
14.	Anti-Shank Coffee Cup w/Lid 12 oz.	$
15.	Anti-Shank Security Razor – Single Edge	$
16.	Athletes Foot Cream 0.05 oz. Tube	$
17.	B.B.Q. Potato Chips 1.5 oz. bag	$
18.	Baby Lotion- 4 oz.	$
19.	Baby Ruth 2.1 oz.	$
20.	BBQ Corn Chips 1.5oz. bag	$
21.	Beef & Cheese Snack Pack, Hot Flavor- 1.2 oz.	$
22.	Bottled Water 20 oz. plastic bottle	$
23.	Bubble Cushioned Envelope (6" x 9")	$
24.	Butter Finger Bar 2.1 oz.	$
25.	Caramel Popcorn-3.53 oz. Bag	$
26.	Cereal Bowl w/Lid 24 oz.	$
27.	Chap Stick Lip Balm 15 oz.	$
28.	Cherry/Strawberry Danish 4.25 oz.	$
29.	Chicken Vienna Sausages Pouch- 3 oz.	$
30.	Chili Corn Nuts-1.4 oz	$
31.	Chili No Beans 11.25oz. Pouch	$
32.	Chili w/Beans 11.25oz. Pouch	$
33.	Chocolate Cupcakes (2-pk) – 4 oz.	$
34.	Christmas Card (English/Spanish) 6/pk	$

	LIST OF ITEMS	UNIT PRICE
35.	Chunk Light Tuna 4.23 oz. Pouch	$
36.	Churritos Red Chili Lime 4 oz. bag	$
37.	Cinnamon Rolls 4 oz. pk	$
38.	Close Up "Red Gel" Toothpaste- 4.0 oz.	$
39.	Coca Cola Classic 20 oz. plastic bottle	$
40.	Cocoa Butter Moisturizing Soap 3.6 oz.	$
41.	Colgate "Red Gel" Toothpaste 4.2 oz.	$
42.	Contact Lens Solution 4 oz.	$
43.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$
44.	Dandruff Shampoo & Conditioner 14.2 oz.	$
45.	Dial -Hypo Allergenic Soap- 3-3.2 oz. bar	$
46.	Dial Soap- 4 oz. bar	$
47.	Dictionary (English – Spanish & English)	$
48.	Diet Coke 20 oz. plastic bottle	$
49.	Diet Dr. Pepper 20 z. plastic bottle	$
50.	Disposable Douche- 4.5 oz.	$
51.	Doritos Nacho Cheese 1.5oz	$
52.	Dove White Moisturizing Soap 3 oz. bar	$
53.	Dr. Pepper 20 oz. plastic bottle	$
54.	Elastic Pony Tails 18 ct. pk-black	$
55.	Eye Drops 0.5 oz.	$
56.	Fanta Orange 20 oz. plastic bottle	$
57.	Father's Day Card (English/Spanish) 6/pk	$
58.	Fish Fillets 3.53oz. Pouch	$
59.	Flaming Hot Cheetos 1.5oz. bag	$
60.	Greaseless Skin Cream 4.5 oz.	$
61.	Grey Sweatshirts (small thru 4XL)	$
62.	Gummy Bears- 4 oz.	$
63.	Hair Moisturizer 4 oz. Tube	$
64.	Happy Birthday Card (English/Spanish) 6/pk	$
65.	Happy Easter Card (English/Spanish) 6/pk	$
66.	Happy Mother's Day Card (English/Spanish) 6/pk	$
67.	Hemorrhoid Ointment 2 oz. Tube	$
68.	Hershey's Chocolate Almond- 1.45 oz.	$
69.	Hinged Soap Dish Box- Regular Size	$
70.	Honey Bun 6oz. pk	$
71.	Hormel Spam Single Classic Pouch- 3 oz.	$
72.	Hot Chili w/Beans 11.25 oz. Pouch	$
73.	Hot Cocoa Mix 1oz. bag	$
74.	Hot/Spicy Pork Cracklings 2 oz.	$
75.	Hydrocortisone Cream 1 oz. Tube	$
76.	Hygiene Kit (4" T-Brush/T-Paste 1.05 oz. /Deodorant 0.05 oz. /Soap 1 oz.)	$

	LIST OF ITEMS	UNIT PRICE
77.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$
78.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	$
79.	Jolly Ranchers 3.7 oz. Assorted Bag	$
80.	Legal Gummed Pads (8 ½ x 11")	$
81.	M & M Peanuts 1.74 oz. bag	$
82.	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	$
83.	Medicated Chest Rub 3.53 oz.	$
84.	Men White Crew Neck T-shirts (Small thru 6XL)	$
85.	Men's/Ladies Crew Socks (one size fits all)	$
86.	Mild Dill Pickle- 5 oz.	$
87.	Milky Way Bar 2.05 oz.	$
88.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$
89.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$
90.	Muscle Rub 3 oz. Tube	$
91.	Nair Hair Removal- 9 oz.	$
92.	No Clasp Envelope (9" x 12")	$
93.	Oral Pain Relief 0.33 oz. Tube	$
94.	Palm Hair Brush Flexible – Black	$
95.	Pay Day Bar 1.85 oz.	$
96.	Peanut Butter Squeezers 1.12 oz.	$
97.	Peanut Pattie 2.25 oz.	$
98.	Plastic Reading Glasses	$
99.	Playing Cards Deck	$
100.	Postcards	$
101.	Ramen Soups 3 oz. Clear Pack-(chili,beef, ,chicken,Shrimp Chili Lime Shrimp, Spicy Chicken, Spicy Beef)	$
102.	Ranch Corn Nuts -1.4 oz	$
103.	Razorless Hair Removing Cream 6 oz.	$
104.	Reese's Peanut Butter Cups 1.5 oz.	$
105.	Refried Beans Resealable Pouch 6 oz.	$
106.	Roast Beef & Gravy 10 oz. Pouch	$
107.	Salted Peanuts 1.75 oz. bag	$
108.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$
109.	Shaving Gel 3 oz. Clear Tube	$
110.	Sketch Pads (50 Sheets)	$
111.	Skittles "Original Fruits" 2.17 oz. bag	$
112.	Snack Crackers 12 oz. box	$
113.	Snickers Almond Bar 1.76 oz.	$
114.	Snickers Bar 2.07 oz.	$
115.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$
116.	Sprite 20 oz. plastic bottle	$
117.	St. Valentines Cards (English/Spanish) 6/pk	$

	LIST OF ITEMS	UNIT PRICE
118.	Starlite Mints 3.75 oz. Bag	$
119.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$
120.	Sugar Cubes 1 1b. bx	$
121.	Sunflower Kernels 4 oz. Bag	$
122.	Super Cantinero Peanuts & Tortilla Chips-5 ¼ oz.	$
123.	Takis Guacamole 4 oz. bag	$
124.	Takis or Extremes 3.7 oz. bag	$
125.	Tampons – Singles (Regular/Super/Junior) 40 ct. Box	$
126.	Tan PVC Shower Sandals (Size 8 thru 13)	$
127.	Thanksgiving Day Card (English/Spanish) 6/pk	$
128.	Three Flowers Brilliantine- 4 oz.	$
129.	Topochico Beverage Apple- 20 oz.	$
130.	Topochico Beverage Mineral Water- 20 oz.	$
31.	Topochico Beverage Peach- 20 oz.	$
132.	Topochico Beverage Pineapple- 20 oz.	$
133.	Topochico Beverage Strawberry- 20 oz.	$
134.	Tortilla Chips 12 oz. bag	$
135.	Tostadas 12oz. pack	$
136.	Tums- 3-roll pack	$
137.	Twin Pocket Folders	$
138.	Twix Bar 2.0 oz.	$
139.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	$
140.	Vanilla Caramels- 3 oz. Bag	$
141.	VO5 Extra Body Conditioner- 12.5 oz.	$
142.	VO5 Extra Body Shampoo- 12.5 oz.	$
143.	White Boxer Shorts (small thru 6XL)	$
144.	White Handkerchief (15" x 15")	$
145.	White Ladies Panties (Size 5 thru 18)	$
146.	White Men Briefs (small thru 5XL)	$
147.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	$
148.	White Sport Bras (medium thru 3XL)	$
149.	White Thermal Underwear Set (small thru 6XL)	$
150.	White Washcloth -(12"x12")	$
151.	Word Seek Puzzles Books	$

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of Goods and /or Services (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

EXHIBIT "C"

Insurance Requirements

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

EXHIBIT "C"
Insurance Requirements

Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"

Insurance Requirements

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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.

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
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[4]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see 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.

[4] **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 "B"

BID PAGE

Awarded Items to *Bob Barker*

ITEM	DESCRIPTION	UNIT PRICE
3)	4 ½" Flexible Black Ink Pen	$0.18
14)	Anti-Shank Security Razor- Single Edge	$0.08
17)	Baby Lotion- 4 oz.	$0.34
55)	Elastic Pony Tails- 18 ct. pk-black	$0.35
78)	Hygiene Kit (4" T-Brush/T-Paste -1.05 oz.)	$0.59
86)	Men White Crew Neck T-shirts (Small thru 6XL)	$2.07
87)	Men's/Ladies Crew Socks (one size fits all)	$0.42
103)	Playing Cards Deck	$0.58
130)	Tan PVC Shower Sandals (Size 8 thru 13)	$1.29
151)	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	$5.49
153)	White Sport Bras (medium thru 3XL)	$1.62
154)	White Thermal Underwear Set (small thru 6XL)	$2.92

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:	Bob Barker Company, Inc.
ADDRESS:	134 N. Main Street
CITY/STATE/ZIP CODE:	Fuquay-Varina, NC 27526
PHONE & FAX NO'S:	800-334-9880 800-322-7537 Fax
CELLULAR NO:	[redacted] 800-334-9880
E-MAIL ADDRESS:	Erikaflynn@Bobbarker.com
AUTHORIZED SIGNATURE:	EFlynn
PRINTED NAME:	Erika Flynn
TITLE	Contract Specialist

EXHIBIT "C"

CERTIFICATE OF INSURANCE

BOBBA-2 OP ID: K7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2016

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
Senn Dunn - Raleigh
4700 Falls of Neuse Rd, St 190
Raleigh, NC 27609-2521
L. Rivers Lee CPCU, CIC

CONTACT NAME: L. Rivers Lee CPCU, CIC
PHONE (A/C, No, Ext): 919-719-9570 FAX (A/C, No): 919-719-9571
E-MAIL ADDRESS: rlee@senndunn.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Ins. Company	20303
INSURER B : Federal Insurance Company	20281
INSURER C : Chubb National Insurance Co.	10052
INSURER D : Ohio Casualty Company	24074
INSURER E :	
INSURER F :	

INSURED
Bob Barker Company Inc
134 N Main Street
Fuquay Varina, NC 27526

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			3595-17-36	12/31/2016	12/31/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Stop Gap $1M			ALL MONOPOLISTIC STATES			MED EXP (Any one person)	$ 10,000
	X Per Proj/Per Loc						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben.	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7358-68-69	12/31/2016	12/31/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			UUO1756406231	12/31/2016	12/31/2017	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			7174-50-59	12/31/2016	12/31/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A	N/A					E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HIDAL-1

Hidalgo County TX
2812 S Business Hwy 281
Edinburg, TX 78539

RECEIVED DEC 27 2016 By

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT
C-17-063C-07-25

THIS AGREEMENT (the "Agreement") is entered into effective as of the **25TH** day of **July, 2017** by and between **ICS Jail Supplies, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements for the **"Commissary Supplies"** for **Hidalgo County Adult Detention Facility (Jail)" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, the Product listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects for a period of **one (1) year** with the Buyer's option to extend for an additional two (2) one (1) year terms under the same rates, terms and conditions. Buyer also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **August 19, 2017** and expire on **August 18, 2018,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
100 East Cano, 2nd Floor (Admin. Bldg.)
Edinburg, Texas 78539

If to Seller:
ICS Jail Supplies, Inc.
Attn: J.M. Bogan, III, Vice President
P.O. Box 21056
Waco, Texas 76702-1056

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.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

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

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

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

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

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

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or

qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Buyer.

(2) 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 Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

*Approved by Commissioner's Court: _____, **2017.***

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By:_____
Ramon Garcia, Buyer Judge

ATTEST:

_____
Arturo Guajardo Jr., Buyer Clerk

SELLER: ICS JAIL SUPPLIES, INC.

By:_____

Printed Name: J.M. Bogan

Printed Name: Vice President

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

April 24, 2017

Bidder's name

Address

City

State, Zip Code

Re: **Hidalgo County Sheriff's Office**
REQUEST FOR BIDS- ***"Commissary Supplies for Adult Detention Facility (Jail)"***
RFB BID No. 2017-063-05-10-SMA

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) 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 Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4865.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

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REQUEST FOR BIDS (RFB)

Hidalgo County Sheriff's Office
"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"
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1.	Request For Bid Letter	1
2.	Request for Bid, **Legal Notice**	8
3.	**Exhibit A**, Specifications/Requirements	4
4.	**Exhibit B**, Bid Page	5
5.	**Exhibit C,** Insurance Requirements	4
6.	**Exhibit D**, (CIQ) Conflict of Interest Questionnaire (if applicable)	1
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.	**Draft Requirements Agreement**	8
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB 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

04/28/17
Date

Bid No:2017-063-05-10-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext.4865

REQUEST FOR BIDS

Hidalgo County Sheriff's Office

"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"

RFB No.: 2017-063-05-10-SMA

BID OPENING DATE: May 10, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1) Sealed bids will be received for **"Hidalgo County Sheriff's Office-"*COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)*"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB No.: 2017-063-05-10-SMA -Hidalgo County Sheriff's Office-"*COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)*"** and at County's Purchasing Department with a physical address:2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, Wednesday, May 10, 2017.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO *Hidalgo County Sheriff's Office-"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)".*

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1) Legal Notice (See page 8);
2) Bid Page-(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 18 below).

3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10) County reserves the right to accept or reject any or all Bids.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation- **Hidalgo County Sheriff's Office-** ***COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"***-RFB NO.: **2017-063-05-10-SMA** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17) SCHEDULE OF EVENTS:

Bid Opening, 9:30 A.M.	May 10, 2017
Award of Contract	,2017
Commence Work or Deliver Products	2017

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. 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 bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) 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.

20) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21) 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 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) 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 RFB 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 **RFB Project No. (2017-063),** 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 via email to: sandra.montalvo@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.*

23) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24) Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

a) Meet schedules;
b) Pay any required fees or taxes; or
c) Otherwise perform in accordance with the specifications.

29) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30) Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

LEGAL NOTICE

Hidalgo County Sheriff's Office
"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"
RFB No. 2017-063-05-10-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281-Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

BIDDER: _____

ADDRESS: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Commissary Supplies for Adult Detention Facility (Jail)"
BID No. 2017-063-05-10-SMA

SCOPE

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "***COMMISSARY PRODUCT*** on an "***As Needed Basis***" including, but not limited to, the following:

REQUIREMENTS/SPECIFICATIONS, TERMS & CONDITIONS

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1) Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

2) All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

3) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

4) Hidalgo County Sheriff's Office reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

5) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

6) Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

7) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

8) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

9) ***SUPPLIES REQUIRED:***

Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to following:

- Snacks
- Sugar & artificial sweetener
- Drinks/drink mix
- Candies
- Small supplies such as pens/pencils/envelopes/etc.
- Personal items (combs, lotion, etc.)
- Personal hygiene items

- Dental care items
- Various over–the-counter medications
- Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

10) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2013 is as follows:

Total inventory purchases:

- $_467,290.00 (Current average daily total detention center population is at 1384).

11) Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

12) ***PRODUCT CONTAINERS:***

No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

13) ***SECURITY:***

All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

14) All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

15) Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

16) ***RECORD/INVENTORY:***

Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

17) Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

18) **PRODUCTS QUALITY:**

All commissary products are subjected to the upmost quality in the intent of retailing all bided items. The vendor is responsible for supplying items that are not damaged and or expired. If the items do not meet any retail standard the vendor is responsible for replacing and or an issuance of credit to any items that are deemed sub-quality for retail or consumption.

Garments awarded to vendors must meet retail quality. Garments that are procured for the intent of resale through the commissary must not be stained or damaged. The vendor is responsible for replacing and or crediting any damaged items.

19) ***MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:***

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A) REQUESTING PRICE ADJUSTMENT: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B) PRICE REDUCTION:

Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) TIME FRAME FOR ADJUSTED PRICE INCREASES:

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. Hidalgo County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) ALLOWABLE REVIEW PERIODS:

Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) DOLLAR LIMIT TO PRICE CHANGES:

The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

19) ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Monday, May 1, 2017 by 5:00 p.m**. Responses to said inquiries will be sent to all applicants via email by no later than **Wednesday, May 3, 2017 by 5:00 p.m.**

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"

BID No. 2017-063-05-10-SMA

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	#10 White Security Envelopes	$
2.	3 ½" Flexible Pencil	$
3.	3 Musketeers Bar 2.13 oz.	$
4.	4 ½" Flexible Black Ink Pen	$
5.	4" Anti Shank Security Toothbrush & Clear Cap	$
6.	Acne Gel Medication 1 oz. Tube	$
7.	Advil Coated (2 tablet pouch) 50 ct. box	$
8.	After Shave Lotion- 4 oz.	$
9.	Alcohol - Free Hair Gel 16 oz. Plastic Bottle	$
10.	Alcohol - Free Mouthwash 8 oz. Plastic Bottle	$
11.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	$
12.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	$
13.	Almond Joy Bar 1.61.oz	$
14.	Anti-Shank Coffee Cup w/Lid 12 oz.	$
15.	Anti-Shank Security Razor – Single Edge	$
16.	Athletes Foot Cream 0.05 oz. Tube	$
17.	B.B.Q. Potato Chips 1.5 oz. bag	$
18.	Baby Lotion- 4 oz.	$
19.	Baby Ruth 2.1 oz.	$
20.	BBQ Corn Chips 1.5oz. bag	$
21.	Beef & Cheese Snack Pack, Hot Flavor- 1.2 oz.	$
22.	Bottled Water 20 oz. plastic bottle	$
23.	Bubble Cushioned Envelope (6" x 9")	$
24.	Butter Finger Bar 2.1 oz.	$
25.	Caramel Popcorn-3.53 oz. Bag	$
26.	Cereal Bowl w/Lid 24 oz.	$
27.	Chap Stick Lip Balm 15 oz.	$
28.	Cherry/Strawberry Danish 4.25 oz.	$
29.	Chicken Vienna Sausages Pouch- 3 oz.	$
30.	Chili Corn Nuts-1.4 oz	$
31.	Chili No Beans 11.25oz. Pouch	$
32.	Chili w/Beans 11.25oz. Pouch	$
33.	Chocolate Cupcakes (2-pk) – 4 oz.	$
34.	Christmas Card (English/Spanish) 6/pk	$

	LIST OF ITEMS	UNIT PRICE
35.	Chunk Light Tuna 4.23 oz. Pouch	$
36.	Churritos Red Chili Lime 4 oz. bag	$
37.	Cinnamon Rolls 4 oz. pk	$
38.	Close Up "Red Gel" Toothpaste- 4.0 oz.	$
39.	Coca Cola Classic 20 oz. plastic bottle	$
40.	Cocoa Butter Moisturizing Soap 3.6 oz.	$
41.	Colgate "Red Gel" Toothpaste 4.2 oz.	$
42.	Contact Lens Solution 4 oz.	$
43.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$
44.	Dandruff Shampoo & Conditioner 14.2 oz.	$
45.	Dial -Hypo Allergenic Soap- 3-3.2 oz. bar	$
46.	Dial Soap- 4 oz. bar	$
47.	Dictionary (English – Spanish & English)	$
48.	Diet Coke 20 oz. plastic bottle	$
49.	Diet Dr. Pepper 20 z. plastic bottle	$
50.	Disposable Douche- 4.5 oz.	$
51.	Doritos Nacho Cheese 1.5oz	$
52.	Dove White Moisturizing Soap 3 oz. bar	$
53.	Dr. Pepper 20 oz. plastic bottle	$
54.	Elastic Pony Tails 18 ct. pk-black	$
55.	Eye Drops 0.5 oz.	$
56.	Fanta Orange 20 oz. plastic bottle	$
57.	Father's Day Card (English/Spanish) 6/pk	$
58.	Fish Fillets 3.53oz. Pouch	$
59.	Flaming Hot Cheetos 1.5oz. bag	$
60.	Greaseless Skin Cream 4.5 oz.	$
61.	Grey Sweatshirts (small thru 4XL)	$
62.	Gummy Bears- 4 oz.	$
63.	Hair Moisturizer 4 oz. Tube	$
64.	Happy Birthday Card (English/Spanish) 6/pk	$
65.	Happy Easter Card (English/Spanish) 6/pk	$
66.	Happy Mother's Day Card (English/Spanish) 6/pk	$
67.	Hemorrhoid Ointment 2 oz. Tube	$
68.	Hershey's Chocolate Almond- 1.45 oz.	$
69.	Hinged Soap Dish Box- Regular Size	$
70.	Honey Bun 6oz. pk	$
71.	Hormel Spam Single Classic Pouch- 3 oz.	$
72.	Hot Chili w/Beans 11.25 oz. Pouch	$
73.	Hot Cocoa Mix 1oz. bag	$
74.	Hot/Spicy Pork Cracklings 2 oz.	$
75.	Hydrocortisone Cream 1 oz. Tube	$
76.	Hygiene Kit (4" T-Brush/T-Paste 1.05 oz. /Deodorant 0.05 oz. /Soap 1 oz.)	$

	LIST OF ITEMS	UNIT PRICE
77.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$
78.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	$
79.	Jolly Ranchers 3.7 oz. Assorted Bag	$
80.	Legal Gummed Pads (8 ½ x 11")	$
81.	M & M Peanuts 1.74 oz. bag	$
82.	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	$
83.	Medicated Chest Rub 3.53 oz.	$
84.	Men White Crew Neck T-shirts (Small thru 6XL)	$
85.	Men's/Ladies Crew Socks (one size fits all)	$
86.	Mild Dill Pickle- 5 oz.	$
87.	Milky Way Bar 2.05 oz.	$
88.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$
89.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$
90.	Muscle Rub 3 oz. Tube	$
91.	Nair Hair Removal- 9 oz.	$
92.	No Clasp Envelope (9" x 12")	$
93.	Oral Pain Relief 0.33 oz. Tube	$
94.	Palm Hair Brush Flexible – Black	$
95.	Pay Day Bar 1.85 oz.	$
96.	Peanut Butter Squeezers 1.12 oz.	$
97.	Peanut Pattie 2.25 oz.	$
98.	Plastic Reading Glasses	$
99.	Playing Cards Deck	$
100.	Postcards	$
101.	Ramen Soups 3 oz. Clear Pack-(chili,beef, ,chicken,Shrimp Chili Lime Shrimp, Spicy Chicken, Spicy Beef)	$
102.	Ranch Corn Nuts -1.4 oz	$
103.	Razorless Hair Removing Cream 6 oz.	$
104.	Reese's Peanut Butter Cups 1.5 oz.	$
105.	Refried Beans Resealable Pouch 6 oz.	$
106.	Roast Beef & Gravy 10 oz. Pouch	$
107.	Salted Peanuts 1.75 oz. bag	$
108.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$
109.	Shaving Gel 3 oz. Clear Tube	$
110.	Sketch Pads (50 Sheets)	$
111.	Skittles "Original Fruits" 2.17 oz. bag	$
112.	Snack Crackers 12 oz. box	$
113.	Snickers Almond Bar 1.76 oz.	$
114.	Snickers Bar 2.07 oz.	$
115.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$
116.	Sprite 20 oz. plastic bottle	$
117.	St. Valentines Cards (English/Spanish) 6/pk	$

	LIST OF ITEMS	UNIT PRICE
118.	Starlite Mints 3.75 oz. Bag	$
119.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$
120.	Sugar Cubes 1 1b. bx	$
121.	Sunflower Kernels 4 oz. Bag	$
122.	Super Cantinero Peanuts & Tortilla Chips-5 ¼ oz.	$
123.	Takis Guacamole 4 oz. bag	$
124.	Takis or Extremes 3.7 oz. bag	$
125.	Tampons – Singles (Regular/Super/Junior) 40 ct. Box	$
126.	Tan PVC Shower Sandals (Size 8 thru 13)	$
127.	Thanksgiving Day Card (English/Spanish) 6/pk	$
128.	Three Flowers Brilliantine- 4 oz.	$
129.	Topochico Beverage Apple- 20 oz.	$
130.	Topochico Beverage Mineral Water- 20 oz.	$
31.	Topochico Beverage Peach- 20 oz.	$
132.	Topochico Beverage Pineapple- 20 oz.	$
133.	Topochico Beverage Strawberry- 20 oz.	$
134.	Tortilla Chips 12 oz. bag	$
135.	Tostadas 12oz. pack	$
136.	Tums- 3-roll pack	$
137.	Twin Pocket Folders	$
138.	Twix Bar 2.0 oz.	$
139.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	$
140.	Vanilla Caramels- 3 oz. Bag	$
141.	VO5 Extra Body Conditioner- 12.5 oz.	$
142.	VO5 Extra Body Shampoo- 12.5 oz.	$
143.	White Boxer Shorts (small thru 6XL)	$
144.	White Handkerchief (15" x 15")	$
145.	White Ladies Panties (Size 5 thru 18)	$
146.	White Men Briefs (small thru 5XL)	$
147.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	$
148.	White Sport Bras (medium thru 3XL)	$
149.	White Thermal Underwear Set (small thru 6XL)	$
150.	White Washcloth -(12"x12")	$
151.	Word Seek Puzzles Books	$

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of Goods and /or Services (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

EXHIBIT "C"

Insurance Requirements

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

EXHIBIT "C"
Insurance Requirements

Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"

Insurance Requirements

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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.

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
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

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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[4]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see 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.

[4] **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 "B"

BID PAGE

Awarded Items to- *ICS JAIL SUPPLIES*		
Item	**DESCRIPTION OF ITEMS**	**UNIT PRICE**
4)	4” Anti Shank Security Toothbrush & Clear Cap	$0.10
27)	Chap Stick Lip Balm- 15 oz.	$0.55
40)	Cocoa Butter Moisturizing Soap-5 oz.	$0.55
71)	Hinged Soap Dish Box-Regular Size	$0.18
97)	Palm Hair Brush Flexible-Black	$0.25
113)	Shaving Gel- 3 oz. Clear Tube	$0.52
123)	Suave Powder Fresh Deodorant- 1.4 oz. Clear	$1.22
129)	Tampons-Singles (Regular/Super/Junior)-40 ct. Box	$3.42 bx
147)	White Boxer Shorts (small thru 6XL)	$1.06
148)	White Handkerchief (15”x15”)	$0.61
149)	White Ladies Panties (Size 5 thru 18)	$0.81
150)	White Men Briefs (small thru 5XL)	$0.93
155)	White Washcloth -(12”x12”)	$0.12

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:	ICS Jail Supplies, Inc.
ADDRESS:	PO Box 21056
CITY/STATE/ZIP CODE:	Waco, TX 76702
PHONE & FAX NO'S:	254-751-1566 254-751-0299 fax
CELLULAR NO:	N/A
E-MAIL ADDRESS:	Bids@icswaco.com
AUTHORIZED SIGNATURE:	
PRINTED NAME:	JW Bogan III
TITLE	Vice President

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2017

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: Alisha Johnson
Bailey Insurance and Risk Management 1201 Washington Ave. P.O. Box 298 Waco TX 76701	PHONE (A/C, No, Ext): (254) 753-5317 FAX (A/C, No): (254) 753-1132 E-MAIL ADDRESS: alisha@baileyinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ICS JAIL SUPPLIES, INC. PO BOX 21056 WACO TX 76702-1056	INSURER A: AMCO Insurance Company	19100
	INSURER B: Colonial County Mutual Insurance	29262
	INSURER C: Depositors Insurance Company	42587
	INSURER D: National American Ins. Co.	18570
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2016 Master **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:			ACPGLAO3007908763	11/14/2016	11/14/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ACPBATX3007908763	11/14/2016	11/14/2017	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 $			ACPCAD3007908763	11/14/2016	11/14/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CW34820042	10/12/2016	10/12/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured on the General Liability Policy if required by written contract between the Named Insured and the Additional Insured.

CERTIFICATE HOLDER

Hildago County
Attn: Purchasing Department
2812 S Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wes Bailey/ALISHA

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form - "Multiple Award" - Contract # C-17-063-07-25 - Keefe Supply Co - Commissary Supplies -HSO

From : Steve Crain <scrain@atlashall.com> Tue, Jul 11, 2017 05:05 PM

Subject : RE: Review & Approve as to form - "Multiple Award" - Contract # C-17-063-07-25 - Keefe Supply Co - Commissary Supplies -HSO 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, July 11, 2017 4:53 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>
Subject: Review & Approve as to form - "Multiple Award" - Contract # C-17-063-07-25 - Keefe Supply Co - Commissary Supplies -HSO

Mr. Crain-

Please review and approve as to form agreement (attached hereto) for the purposes of a "**multiple award**" of bids/contracts for: "**Commissary Supplies**" for the **Hidalgo County Adult Detention/Jail Facility.**

#1) Keefe Group, LLC d/b/a **Keefe Supply Company - C-17-063-07-25**

****Note:*** will follow up with the remaining agreement once I am in receipt of the vendors final docs.

Please advise, will be placed on the next CC agenda of 07/25/17 for CC action.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT
C-17-063-07-25

THIS AGREEMENT (the "Agreement") is entered into effective as of the **25TH** day of **July, 2017** by and between **Keefe Group, LLC** d/b/a **Keefe Supply Company** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements for the **"Commissary Supplies"** for **Hidalgo County Adult Detention Facility (Jail)" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, the Product listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects for a period of **one (1) year** with the Buyer's option to extend for an additional two (2) one (1) year terms under the same rates, terms and conditions. Buyer also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **August 19, 2017** and expire on **August 18, 2018,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer:

Hidalgo County
Attn: County Judge
100 East Cano, 2nd Floor (Admin. Bldg.)
Edinburg, Texas 78539

If to Seller:

Keefe Group, LLC
d/b/a **Keefe Supply Company**
Attn: Blake Taylor, Account Manager
3101 Marquis Dr., Suite 200
Garland, Texas 75042

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.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

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

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

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

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

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

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

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Buyer.

(2) 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 Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved by Commissioner's Court: _____, ***2017.***

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By:_____
Ramon Garcia, Buyer Judge

ATTEST:

_____
Arturo Guajardo Jr., Buyer Clerk

SELLER:
KEEFE GROUP, LLC
d/b/a **KEEFE SUPPLY COMPANY**

By:_____

Printed Name: Blake Taylor

Printed Name: Account Manager

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

April 24, 2017

Bidder's name

Address

City

State, Zip Code

Re: **Hidalgo County Sheriff's Office**
REQUEST FOR BIDS- ***"Commissary Supplies for Adult Detention Facility (Jail)"***
RFB BID No. 2017-063-05-10-SMA

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) 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 Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4865.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

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REQUEST FOR BIDS (RFB)

Hidalgo County Sheriff's Office
"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"
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2.	Request for Bid, **Legal Notice**	8
3.	**Exhibit A**, Specifications/Requirements	4
4.	**Exhibit B**, Bid Page	5
5.	**Exhibit C,** Insurance Requirements	4
6.	**Exhibit D**, (CIQ) Conflict of Interest Questionnaire (if applicable)	1
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.	**Draft Requirements Agreement**	8
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB 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

04/28/17
Date

Bid No:2017-063-05-10-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext.4865

REQUEST FOR BIDS

Hidalgo County Sheriff's Office

"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"

RFB No.: 2017-063-05-10-SMA

BID OPENING DATE: May 10, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1) Sealed bids will be received for **"Hidalgo County Sheriff's Office-"*COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)*"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB No.: 2017-063-05-10-SMA -Hidalgo County Sheriff's Office-"*COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)*"** and at County's Purchasing Department with a physical address:2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, Wednesday, May 10, 2017.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO *Hidalgo County Sheriff's Office-"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)".*

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1) Legal Notice (See page 8);
2) Bid Page-(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 18 below).

3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10) County reserves the right to accept or reject any or all Bids.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation- **Hidalgo County Sheriff's Office-** ***COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"***-RFB NO.: **2017-063-05-10-SMA** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17) SCHEDULE OF EVENTS:

Bid Opening, 9:30 A.M.	May 10, 2017
Award of Contract	,2017
Commence Work or Deliver Products	2017

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. 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 bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) 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.

20) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21) 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 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) 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 RFB 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 **RFB Project No. (2017-063),** 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 via email to: sandra.montalvo@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.*

23) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24) Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

a) Meet schedules;
b) Pay any required fees or taxes; or
c) Otherwise perform in accordance with the specifications.

29) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30) Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

LEGAL NOTICE

Hidalgo County Sheriff's Office
"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"
RFB No. 2017-063-05-10-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281-Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

BIDDER: _____

ADDRESS: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Commissary Supplies for Adult Detention Facility (Jail)"
BID No. 2017-063-05-10-SMA

SCOPE

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "***COMMISSARY PRODUCT*** on an "***As Needed Basis***" including, but not limited to, the following:

REQUIREMENTS/SPECIFICATIONS, TERMS & CONDITIONS

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1) Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

2) All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

3) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

4) Hidalgo County Sheriff's Office reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

5) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

6) Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

7) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

8) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

9) ***SUPPLIES REQUIRED:***

Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to following:

- Snacks
- Sugar & artificial sweetener
- Drinks/drink mix
- Candies
- Small supplies such as pens/pencils/envelopes/etc.
- Personal items (combs, lotion, etc.)
- Personal hygiene items

- Dental care items
- Various over–the-counter medications
- Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

10) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2013 is as follows:

Total inventory purchases:

- $_467,290.00 (Current average daily total detention center population is at 1384).

11) Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

12) ***PRODUCT CONTAINERS:***

No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

13) ***SECURITY:***

All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

14) All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

15) Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

16) ***RECORD/INVENTORY:***

Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

17) Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

18) **PRODUCTS QUALITY:**

All commissary products are subjected to the upmost quality in the intent of retailing all bided items. The vendor is responsible for supplying items that are not damaged and or expired. If the items do not meet any retail standard the vendor is responsible for replacing and or an issuance of credit to any items that are deemed sub-quality for retail or consumption.

Garments awarded to vendors must meet retail quality. Garments that are procured for the intent of resale through the commissary must not be stained or damaged. The vendor is responsible for replacing and or crediting any damaged items.

19) ***MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:***

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A) REQUESTING PRICE ADJUSTMENT: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B) PRICE REDUCTION:

Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) TIME FRAME FOR ADJUSTED PRICE INCREASES:

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. Hidalgo County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) ALLOWABLE REVIEW PERIODS:

Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) DOLLAR LIMIT TO PRICE CHANGES:

The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

19) ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Monday, May 1, 2017 by 5:00 p.m**. Responses to said inquiries will be sent to all applicants via email by no later than **Wednesday, May 3, 2017 by 5:00 p.m.**

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"

BID No. 2017-063-05-10-SMA

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	#10 White Security Envelopes	$
2.	3 ½" Flexible Pencil	$
3.	3 Musketeers Bar 2.13 oz.	$
4.	4 ½" Flexible Black Ink Pen	$
5.	4" Anti Shank Security Toothbrush & Clear Cap	$
6.	Acne Gel Medication 1 oz. Tube	$
7.	Advil Coated (2 tablet pouch) 50 ct. box	$
8.	After Shave Lotion- 4 oz.	$
9.	Alcohol - Free Hair Gel 16 oz. Plastic Bottle	$
10.	Alcohol - Free Mouthwash 8 oz. Plastic Bottle	$
11.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	$
12.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	$
13.	Almond Joy Bar 1.61.oz	$
14.	Anti-Shank Coffee Cup w/Lid 12 oz.	$
15.	Anti-Shank Security Razor – Single Edge	$
16.	Athletes Foot Cream 0.05 oz. Tube	$
17.	B.B.Q. Potato Chips 1.5 oz. bag	$
18.	Baby Lotion- 4 oz.	$
19.	Baby Ruth 2.1 oz.	$
20.	BBQ Corn Chips 1.5oz. bag	$
21.	Beef & Cheese Snack Pack, Hot Flavor- 1.2 oz.	$
22.	Bottled Water 20 oz. plastic bottle	$
23.	Bubble Cushioned Envelope (6" x 9")	$
24.	Butter Finger Bar 2.1 oz.	$
25.	Caramel Popcorn-3.53 oz. Bag	$
26.	Cereal Bowl w/Lid 24 oz.	$
27.	Chap Stick Lip Balm 15 oz.	$
28.	Cherry/Strawberry Danish 4.25 oz.	$
29.	Chicken Vienna Sausages Pouch- 3 oz.	$
30.	Chili Corn Nuts-1.4 oz	$
31.	Chili No Beans 11.25oz. Pouch	$
32.	Chili w/Beans 11.25oz. Pouch	$
33.	Chocolate Cupcakes (2-pk) – 4 oz.	$
34.	Christmas Card (English/Spanish) 6/pk	$

	LIST OF ITEMS	UNIT PRICE
35.	Chunk Light Tuna 4.23 oz. Pouch	$
36.	Churritos Red Chili Lime 4 oz. bag	$
37.	Cinnamon Rolls 4 oz. pk	$
38.	Close Up "Red Gel" Toothpaste- 4.0 oz.	$
39.	Coca Cola Classic 20 oz. plastic bottle	$
40.	Cocoa Butter Moisturizing Soap 3.6 oz.	$
41.	Colgate "Red Gel" Toothpaste 4.2 oz.	$
42.	Contact Lens Solution 4 oz.	$
43.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$
44.	Dandruff Shampoo & Conditioner 14.2 oz.	$
45.	Dial -Hypo Allergenic Soap- 3-3.2 oz. bar	$
46.	Dial Soap- 4 oz. bar	$
47.	Dictionary (English – Spanish & English)	$
48.	Diet Coke 20 oz. plastic bottle	$
49.	Diet Dr. Pepper 20 z. plastic bottle	$
50.	Disposable Douche- 4.5 oz.	$
51.	Doritos Nacho Cheese 1.5oz	$
52.	Dove White Moisturizing Soap 3 oz. bar	$
53.	Dr. Pepper 20 oz. plastic bottle	$
54.	Elastic Pony Tails 18 ct. pk-black	$
55.	Eye Drops 0.5 oz.	$
56.	Fanta Orange 20 oz. plastic bottle	$
57.	Father's Day Card (English/Spanish) 6/pk	$
58.	Fish Fillets 3.53oz. Pouch	$
59.	Flaming Hot Cheetos 1.5oz. bag	$
60.	Greaseless Skin Cream 4.5 oz.	$
61.	Grey Sweatshirts (small thru 4XL)	$
62.	Gummy Bears- 4 oz.	$
63.	Hair Moisturizer 4 oz. Tube	$
64.	Happy Birthday Card (English/Spanish) 6/pk	$
65.	Happy Easter Card (English/Spanish) 6/pk	$
66.	Happy Mother's Day Card (English/Spanish) 6/pk	$
67.	Hemorrhoid Ointment 2 oz. Tube	$
68.	Hershey's Chocolate Almond- 1.45 oz.	$
69.	Hinged Soap Dish Box- Regular Size	$
70.	Honey Bun 6oz. pk	$
71.	Hormel Spam Single Classic Pouch- 3 oz.	$
72.	Hot Chili w/Beans 11.25 oz. Pouch	$
73.	Hot Cocoa Mix 1oz. bag	$
74.	Hot/Spicy Pork Cracklings 2 oz.	$
75.	Hydrocortisone Cream 1 oz. Tube	$
76.	Hygiene Kit (4" T-Brush/T-Paste 1.05 oz. /Deodorant 0.05 oz. /Soap 1 oz.)	$

	LIST OF ITEMS	UNIT PRICE
77.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$
78.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	$
79.	Jolly Ranchers 3.7 oz. Assorted Bag	$
80.	Legal Gummed Pads (8 ½ x 11")	$
81.	M & M Peanuts 1.74 oz. bag	$
82.	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	$
83.	Medicated Chest Rub 3.53 oz.	$
84.	Men White Crew Neck T-shirts (Small thru 6XL)	$
85.	Men's/Ladies Crew Socks (one size fits all)	$
86.	Mild Dill Pickle- 5 oz.	$
87.	Milky Way Bar 2.05 oz.	$
88.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$
89.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$
90.	Muscle Rub 3 oz. Tube	$
91.	Nair Hair Removal- 9 oz.	$
92.	No Clasp Envelope (9" x 12")	$
93.	Oral Pain Relief 0.33 oz. Tube	$
94.	Palm Hair Brush Flexible – Black	$
95.	Pay Day Bar 1.85 oz.	$
96.	Peanut Butter Squeezers 1.12 oz.	$
97.	Peanut Pattie 2.25 oz.	$
98.	Plastic Reading Glasses	$
99.	Playing Cards Deck	$
100.	Postcards	$
101.	Ramen Soups 3 oz. Clear Pack-(chili,beef, ,chicken,Shrimp Chili Lime Shrimp, Spicy Chicken, Spicy Beef)	$
102.	Ranch Corn Nuts -1.4 oz	$
103.	Razorless Hair Removing Cream 6 oz.	$
104.	Reese's Peanut Butter Cups 1.5 oz.	$
105.	Refried Beans Resealable Pouch 6 oz.	$
106.	Roast Beef & Gravy 10 oz. Pouch	$
107.	Salted Peanuts 1.75 oz. bag	$
108.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$
109.	Shaving Gel 3 oz. Clear Tube	$
110.	Sketch Pads (50 Sheets)	$
111.	Skittles "Original Fruits" 2.17 oz. bag	$
112.	Snack Crackers 12 oz. box	$
113.	Snickers Almond Bar 1.76 oz.	$
114.	Snickers Bar 2.07 oz.	$
115.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$
116.	Sprite 20 oz. plastic bottle	$
117.	St. Valentines Cards (English/Spanish) 6/pk	$

	LIST OF ITEMS	UNIT PRICE
118.	Starlite Mints 3.75 oz. Bag	$
119.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$
120.	Sugar Cubes 1 1b. bx	$
121.	Sunflower Kernels 4 oz. Bag	$
122.	Super Cantinero Peanuts & Tortilla Chips-5 ¼ oz.	$
123.	Takis Guacamole 4 oz. bag	$
124.	Takis or Extremes 3.7 oz. bag	$
125.	Tampons – Singles (Regular/Super/Junior) 40 ct. Box	$
126.	Tan PVC Shower Sandals (Size 8 thru 13)	$
127.	Thanksgiving Day Card (English/Spanish) 6/pk	$
128.	Three Flowers Brilliantine- 4 oz.	$
129.	Topochico Beverage Apple- 20 oz.	$
130.	Topochico Beverage Mineral Water- 20 oz.	$
31.	Topochico Beverage Peach- 20 oz.	$
132.	Topochico Beverage Pineapple- 20 oz.	$
133.	Topochico Beverage Strawberry- 20 oz.	$
134.	Tortilla Chips 12 oz. bag	$
135.	Tostadas 12oz. pack	$
136.	Tums- 3-roll pack	$
137.	Twin Pocket Folders	$
138.	Twix Bar 2.0 oz.	$
139.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	$
140.	Vanilla Caramels- 3 oz. Bag	$
141.	VO5 Extra Body Conditioner- 12.5 oz.	$
142.	VO5 Extra Body Shampoo- 12.5 oz.	$
143.	White Boxer Shorts (small thru 6XL)	$
144.	White Handkerchief (15" x 15")	$
145.	White Ladies Panties (Size 5 thru 18)	$
146.	White Men Briefs (small thru 5XL)	$
147.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	$
148.	White Sport Bras (medium thru 3XL)	$
149.	White Thermal Underwear Set (small thru 6XL)	$
150.	White Washcloth -(12"x12")	$
151.	Word Seek Puzzles Books	$

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of Goods and /or Services (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

EXHIBIT "C"

Insurance Requirements

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

EXHIBIT "C"
Insurance Requirements

Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"

Insurance Requirements

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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.

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
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

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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[4]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see 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.

[4] **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 "B"

BID PAGE

Awarded Items to *KEEFE SUPPLY CO.*

Item	DESCRIPTION OF ITEMS	UNIT PRICE
1)	3 ½" Flexible Pencil	$0.23
5)	Acne Gel Medication- 1 oz. Tube	$1.25
7)	After Shave Lotion- 4 oz.	$0.65
8)	Alcohol - Free Hair Gel -16 oz. Plastic Bottle	$0.91
9)	Alcohol - Free Mouthwash- 8 oz. Plastic Bottle	$0.63
13)	Anti-Shank Coffee Cup w/Lid-12 oz.	$1.69
15)	Athletes Foot Cream- 0.05 oz. Tube	$0.62
16)	B.B.Q. Potato Chips- 1.5 oz. bag	$0.24
19)	BBQ Corn Chips- 1.5oz. bag	$0.23
20)	Beef & Cheese Snack Pack, Hot Flavor- 1.2 oz.	$0.92
25)	Caramel Popcorn-3.53 oz. Bag	$0.44
26)	Cereal Bowl w/Lid- 24 oz.	$0.55
28)	Cherry/Strawberry Danish- 4.25 oz.	$0.50
29)	Chicken Vienna Sausages Pouch- 5 oz.	$0.79
30)	Chili Corn Nuts-1.4 oz	$0.43
31)	Chili No Beans- 11.25oz. Pouch	$1.16
32)	Chili w/Beans- 11.25oz. Pouch	$1.16
33)	Chocolate Cupcakes (2-pk) – 4 oz.	$0.58
34)	Christmas Card (English/Spanish) -6/pk	$0.50
35)	Chunk Light Tuna -4.23 oz. Pouch	$0.80
37)	Cinnamon Rolls- 4 oz. pk	$0.50
38)	Close Up "Red Gel" Toothpaste- 4.0 oz.	$1.12
39)	Coca Cola Classic- 20 oz. plastic bottle	$0.93
41)	Colgate "Red Gel" Toothpaste- 4.2 oz.	$1.58
43)	Contact Lens Solution- 4 oz.	$4.00
45)	Dandruff Shampoo & Conditioner- 12.6 oz.	$2.50
48)	Dictionary (English-Spanish & English)	$1.15
49)	Diet Coke -20 oz. plastic bottle	$0.93
50)	Diet Dr. Pepper- 20 z. plastic bottle	$0.93
51)	Disposable Douche- 4.5 oz.	$1.59
52)	Doritos Nacho Cheese-1.75oz	$0.32
53)	Dove White Moisturizing Soap- 3 oz. bar	$1.57
54)	Dr. Pepper- 20 oz. plastic bottle	$0.93
56)	Eye Drops- 0.5 oz.	$0.93
57)	Fanta Orange- 20 oz. plastic bottle	$0.93
58)	Father's Day Card (English/Spanish) -6/pk	$0.50
59)	Fish Fillets -3.53oz. Pouch	$0.63
60)	Flaming Hot Cheetos- 1.75oz. bag	$0.29
62)	Greaseless Skin Cream- 4.5 oz.	$1.15
63)	Grey Sweatshirts (small thru 3XL)	$5.33
	Grey Sweatshirts (4XL)	$9.50
64)	Gummy Bears- 4 oz.	$0.52
65)	Hair Moisturizer- 4 oz. Tube	$2.01
66)	Happy Birthday Card (English/Spanish) -6/pk	$0.50

Item	DESCRIPTION OF ITEMS	UNIT PRICE
67)	Happy Easter Card (English/Spanish)- 6/pk	$0.50
68)	Happy Mother's Day Card (English/Spanish)- 6/pk	$0.50
69)	Hemorrhoid Ointment- 2 oz. Tube	$2.84
72)	Honey Bun- 6 oz. pk	$0.45
73)	Hormel Spam Single Classic Pouch- 2.5oz.	$1.03
74)	Hot Chili w/Beans- 11.25 oz. Pouch	$1.16
75)	Hot Cocoa Mix- 0.8oz. bag	$0.13
77)	Hydrocortisone Cream- 1 oz. Tube	$0.98
79)	Jalapeno Cheese Spread- 8 oz. Plastic Tub	$1.10
80)	Jelly (Grape & Strawberry)- 20 oz. Squeeze Bottle	$1.65
81)	Jolly Ranchers- 3.7 oz. Assorted Bag	$0.60
82)	Legal Gummed Pads -(8 ½ x 11")	$0.58
84)	Maxwell House Instant Coffee- 4 oz. Resealable Clear Pouch	$2.30
85)	Medicated Chest Rub- 3.53 oz.	$1.32
88)	Mild Dill Pickle- 5 oz.	$0.48
91)	Moon pies (banana/strawberry/chocolate)- 2.75 oz.	$0.36
93)	Muscle Rub- 3 oz. Tube	$1.75
95)	No Clasp Envelope (9" x 12")	$0.09
96)	Oral Pain Relief- 0.33 oz. Tube	$1.14
99)	Peanut Butter Squeezers- 1.12 oz.	$0.14
102)	Plastic Reading Glasses	$1.09
106)	Ranch Corn Nuts -1.4 oz	$0.43
107)	Razorless Hair Removing Cream- 6 oz.	$3.24
109)	Refried Beans Resealable Pouch- 6 oz.	$0.90
110)	Roast Beef & Gravy- 10 oz. Pouch	$2.47
111)	Salted Peanuts- 1.75 oz. bag	$0.20
112)	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$0.44
114)	Sketch Pads (50 Sheets)	$0.58
116)	Snack Crackers -12 oz. box	$1.35
119)	Speed Stick Aqua Sport Anti-Perspirant Gel- 3 oz.	$2.10
120)	Sprite- 20 oz. plastic bottle	$0.93
121)	St. Valentines Cards (English/Spanish) 6/pk	$0.50
122)	Starlite Mints- 3.75 oz. Bag	$0.42
124)	Sugar Cubes- 1 1b. bx	$1.63
125)	Sunflower Kernels- 3.25 oz. Bag	$0.35
131)	Thanksgiving Day Card (English/Spanish) 6/pk	$0.50
132	Three Flowers Brilliantine- 4 oz.	$1.76
138)	Tortilla Chips- 12 oz. bag	$1.14
140)	Tums- 3-roll pack	$0.68
141)	Twin Pocket Folders	$0.32
144)	Vanilla Caramels- 3 oz. Bag	$0.41
152)	White Security Envelopes--#10	$0.03
156)	Word Seek Puzzles Books	$0.95

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Keefe Supply Company

ADDRESS: 3101 Marquis Dr. Suite 200

CITY/STATE/ZIP CODE: Garland, TX 75042

PHONE & FAX NO'S: 972-272-1564 / 972-272-5387

CELLULAR NO: 214-392-7248

E-MAIL ADDRESS: btaylor@keefegroup.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Blake Taylor

TITLE Keefe Account Manager

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
St. Louis MO Office
8182 Maryland Avenue
St Louis MO 63105 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Keefe Group, LLC
dba Keefe Supply Company
10880 Linpage Place
St. Louis MO 63132 USA

COVERAGES **CERTIFICATE NUMBER:** 570067525955 **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.

Limits shown are as requested

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 X LOC OTHER:			EB2651291759066 SIR applies per policy terms & conditions	12/01/2016	12/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-651-291759-076	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC7651291759046	12/01/2016	12/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Hidalgo is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539 USA

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

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570067525955

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Reveiw & Approve as to form - contract # C-17-063a-07-25-R&R Distributing-HCSO

From : Steve Crain <scrain@atlashall.com> Mon, Jul 17, 2017 12:26 PM

Subject : RE: Reveiw & Approve as to form - contract # C-17-063a-07-25-R&R Distributing-HCSO 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, July 17, 2017 11:35 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>
Subject: Re: Reveiw & Approve as to form - contract # C-17-063a-07-25-R&R Distributing-HCSO

Oooops! ...Sorry about that Mr. Crain...
Please refer to (attached) document and advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>

Sent: Monday, July 17, 2017 10:27:11 AM
Subject: RE: Reveiw & Approve as to form - contract # C-17-063a-07-25-R&R Distributing-HCSO

There is nothing attached.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, July 17, 2017 10:05 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>; darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>
Subject: Reveiw & Approve as to form - contract # C-17-063a-07-25-R&R Distributing-HCSO

Good morning, Mr. Crain-

Please review and approve as to form agreement (attached hereto) for the purposes of a "**multiple award**" of bids/contracts for: "**Commissary Supplies**" for the **Hidalgo County Adult Detention/Jail Facility.**

#2) Rene Lucio d/b/a **R & R Distributing - C-17-063A-07-25**

*__*Note:*__ will follow up with the remaining agreement once I am in receipt of the vendors final docs.

Please advise, will be placed on the next CC agenda of 07/25/17 for CC action.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

~WRD000.jpg
825 B

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT
C-17-063A-07-25

THIS AGREEMENT (the "Agreement") is entered into effective as of the **25th** day of **July, 2017** by and between **Rene Lucio** d/b/a **R&R Distributing** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements for the **"Commissary Supplies** for **Hidalgo County Adult Detention Facility (Jail)" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, the Product listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects for a period of **one (1) year** with the Buyer's option to extend for an additional two (2) one (1) year terms under the same rates, terms and conditions. Buyer also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **August 19, 2017** and expire on **August 18, 2018**, and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
100 East Cano, 2nd Floor (Admin. Bldg.)
Edinburg, Texas 78539

If to Seller:
Rene Lucio d/b/a **R&R Distributing**
Attn: Rene Lucio, Owner
5835 East Texas Road
Edinburg, Texas 78542

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.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

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

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

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

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

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

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

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Buyer.

(2) 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 Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

*Approved by Commissioner's Court: _____, **2017.***

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By:_____
Ramon Garcia, Buyer Judge

ATTEST:

_____
Arturo Guajardo Jr., Buyer Clerk

SELLER:
RENE LUCIO d/b/a **R&R DISTRIBUTING**

By:_____

Printed Name: Rene Lucio

Printed Name: Owner

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

April 24, 2017

Bidder's name

Address

City

State, Zip Code

Re: **Hidalgo County Sheriff's Office**
REQUEST FOR BIDS- ***"Commissary Supplies for Adult Detention Facility (Jail)"***
RFB BID No. 2017-063-05-10-SMA

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) 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 Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4865.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
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 BIDS (RFB)

Hidalgo County Sheriff's Office
"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"
RFB No.: 2017-063-05-10-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, **Legal Notice**	8
3.	**Exhibit A**, Specifications/Requirements	4
4.	**Exhibit B**, Bid Page	5
5.	**Exhibit C,** Insurance Requirements	4
6.	**Exhibit D**, (CIQ) Conflict of Interest Questionnaire (if applicable)	1
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.	**Draft Requirements Agreement**	8
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB 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

04/28/17
Date

Bid No:2017-063-05-10-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext.4865

REQUEST FOR BIDS

Hidalgo County Sheriff's Office

"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"

RFB No.: 2017-063-05-10-SMA

BID OPENING DATE: May 10, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1) Sealed bids will be received for **"Hidalgo County Sheriff's Office-"*COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)*"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB No.: 2017-063-05-10-SMA -Hidalgo County Sheriff's Office-"*COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)*"** and at County's Purchasing Department with a physical address:2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, Wednesday, May 10, 2017.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO *Hidalgo County Sheriff's Office-"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)".*

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1) Legal Notice (See page 8);
2) Bid Page-(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 18 below).

3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10) County reserves the right to accept or reject any or all Bids.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation- **Hidalgo County Sheriff's Office-** ***COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"***-RFB NO.: **2017-063-05-10-SMA** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17) SCHEDULE OF EVENTS:

Bid Opening, 9:30 A.M.	May 10, 2017
Award of Contract	,2017
Commence Work or Deliver Products	2017

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. 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 bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) 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.

20) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21) 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 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) 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 RFB 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 **RFB Project No. (2017-063),** 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 via email to: sandra.montalvo@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.*

23) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24) Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

a) Meet schedules;
b) Pay any required fees or taxes; or
c) Otherwise perform in accordance with the specifications.

29) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30) Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

LEGAL NOTICE

Hidalgo County Sheriff's Office
"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"
RFB No. 2017-063-05-10-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281-Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

BIDDER: _____

ADDRESS: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Commissary Supplies for Adult Detention Facility (Jail)"
BID No. 2017-063-05-10-SMA

SCOPE

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "***COMMISSARY PRODUCT*** on an "***As Needed Basis***" including, but not limited to, the following:

REQUIREMENTS/SPECIFICATIONS, TERMS & CONDITIONS

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1) Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

2) All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

3) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

4) Hidalgo County Sheriff's Office reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

5) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

6) Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

7) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

8) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

9) ***SUPPLIES REQUIRED:***

Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to following:

- Snacks
- Sugar & artificial sweetener
- Drinks/drink mix
- Candies
- Small supplies such as pens/pencils/envelopes/etc.
- Personal items (combs, lotion, etc.)
- Personal hygiene items

- Dental care items
- Various over–the-counter medications
- Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

10) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2013 is as follows:

Total inventory purchases:

- $_467,290.00 (Current average daily total detention center population is at 1384).

11) Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

12) ***PRODUCT CONTAINERS:***

No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

13) ***SECURITY:***

All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

14) All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

15) Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

16) ***RECORD/INVENTORY:***

Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

17) Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

18) **PRODUCTS QUALITY:**

All commissary products are subjected to the upmost quality in the intent of retailing all bided items. The vendor is responsible for supplying items that are not damaged and or expired. If the items do not meet any retail standard the vendor is responsible for replacing and or an issuance of credit to any items that are deemed sub-quality for retail or consumption.

Garments awarded to vendors must meet retail quality. Garments that are procured for the intent of resale through the commissary must not be stained or damaged. The vendor is responsible for replacing and or crediting any damaged items.

19) ***MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:***

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A) REQUESTING PRICE ADJUSTMENT: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B) PRICE REDUCTION:

Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) TIME FRAME FOR ADJUSTED PRICE INCREASES:

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. Hidalgo County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) ALLOWABLE REVIEW PERIODS:

Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) DOLLAR LIMIT TO PRICE CHANGES:

The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

19) ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Monday, May 1, 2017 by 5:00 p.m**. Responses to said inquiries will be sent to all applicants via email by no later than **Wednesday, May 3, 2017 by 5:00 p.m.**

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"COMMISSARY SUPPLIES for ADULT DETENTION FACILITY (JAIL)"

BID No. 2017-063-05-10-SMA

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	#10 White Security Envelopes	$
2.	3 ½" Flexible Pencil	$
3.	3 Musketeers Bar 2.13 oz.	$
4.	4 ½" Flexible Black Ink Pen	$
5.	4" Anti Shank Security Toothbrush & Clear Cap	$
6.	Acne Gel Medication 1 oz. Tube	$
7.	Advil Coated (2 tablet pouch) 50 ct. box	$
8.	After Shave Lotion- 4 oz.	$
9.	Alcohol - Free Hair Gel 16 oz. Plastic Bottle	$
10.	Alcohol - Free Mouthwash 8 oz. Plastic Bottle	$
11.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	$
12.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	$
13.	Almond Joy Bar 1.61.oz	$
14.	Anti-Shank Coffee Cup w/Lid 12 oz.	$
15.	Anti-Shank Security Razor – Single Edge	$
16.	Athletes Foot Cream 0.05 oz. Tube	$
17.	B.B.Q. Potato Chips 1.5 oz. bag	$
18.	Baby Lotion- 4 oz.	$
19.	Baby Ruth 2.1 oz.	$
20.	BBQ Corn Chips 1.5oz. bag	$
21.	Beef & Cheese Snack Pack, Hot Flavor- 1.2 oz.	$
22.	Bottled Water 20 oz. plastic bottle	$
23.	Bubble Cushioned Envelope (6" x 9")	$
24.	Butter Finger Bar 2.1 oz.	$
25.	Caramel Popcorn-3.53 oz. Bag	$
26.	Cereal Bowl w/Lid 24 oz.	$
27.	Chap Stick Lip Balm 15 oz.	$
28.	Cherry/Strawberry Danish 4.25 oz.	$
29.	Chicken Vienna Sausages Pouch- 3 oz.	$
30.	Chili Corn Nuts-1.4 oz	$
31.	Chili No Beans 11.25oz. Pouch	$
32.	Chili w/Beans 11.25oz. Pouch	$
33.	Chocolate Cupcakes (2-pk) – 4 oz.	$
34.	Christmas Card (English/Spanish) 6/pk	$

	LIST OF ITEMS	UNIT PRICE
35.	Chunk Light Tuna 4.23 oz. Pouch	$
36.	Churritos Red Chili Lime 4 oz. bag	$
37.	Cinnamon Rolls 4 oz. pk	$
38.	Close Up "Red Gel" Toothpaste- 4.0 oz.	$
39.	Coca Cola Classic 20 oz. plastic bottle	$
40.	Cocoa Butter Moisturizing Soap 3.6 oz.	$
41.	Colgate "Red Gel" Toothpaste 4.2 oz.	$
42.	Contact Lens Solution 4 oz.	$
43.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$
44.	Dandruff Shampoo & Conditioner 14.2 oz.	$
45.	Dial -Hypo Allergenic Soap- 3-3.2 oz. bar	$
46.	Dial Soap- 4 oz. bar	$
47.	Dictionary (English – Spanish & English)	$
48.	Diet Coke 20 oz. plastic bottle	$
49.	Diet Dr. Pepper 20 z. plastic bottle	$
50.	Disposable Douche- 4.5 oz.	$
51.	Doritos Nacho Cheese 1.5oz	$
52.	Dove White Moisturizing Soap 3 oz. bar	$
53.	Dr. Pepper 20 oz. plastic bottle	$
54.	Elastic Pony Tails 18 ct. pk-black	$
55.	Eye Drops 0.5 oz.	$
56.	Fanta Orange 20 oz. plastic bottle	$
57.	Father's Day Card (English/Spanish) 6/pk	$
58.	Fish Fillets 3.53oz. Pouch	$
59.	Flaming Hot Cheetos 1.5oz. bag	$
60.	Greaseless Skin Cream 4.5 oz.	$
61.	Grey Sweatshirts (small thru 4XL)	$
62.	Gummy Bears- 4 oz.	$
63.	Hair Moisturizer 4 oz. Tube	$
64.	Happy Birthday Card (English/Spanish) 6/pk	$
65.	Happy Easter Card (English/Spanish) 6/pk	$
66.	Happy Mother's Day Card (English/Spanish) 6/pk	$
67.	Hemorrhoid Ointment 2 oz. Tube	$
68.	Hershey's Chocolate Almond- 1.45 oz.	$
69.	Hinged Soap Dish Box- Regular Size	$
70.	Honey Bun 6oz. pk	$
71.	Hormel Spam Single Classic Pouch- 3 oz.	$
72.	Hot Chili w/Beans 11.25 oz. Pouch	$
73.	Hot Cocoa Mix 1oz. bag	$
74.	Hot/Spicy Pork Cracklings 2 oz.	$
75.	Hydrocortisone Cream 1 oz. Tube	$
76.	Hygiene Kit (4" T-Brush/T-Paste 1.05 oz. /Deodorant 0.05 oz. /Soap 1 oz.)	$

	LIST OF ITEMS	UNIT PRICE
77.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$
78.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	$
79.	Jolly Ranchers 3.7 oz. Assorted Bag	$
80.	Legal Gummed Pads (8 ½ x 11")	$
81.	M & M Peanuts 1.74 oz. bag	$
82.	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	$
83.	Medicated Chest Rub 3.53 oz.	$
84.	Men White Crew Neck T-shirts (Small thru 6XL)	$
85.	Men's/Ladies Crew Socks (one size fits all)	$
86.	Mild Dill Pickle- 5 oz.	$
87.	Milky Way Bar 2.05 oz.	$
88.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$
89.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$
90.	Muscle Rub 3 oz. Tube	$
91.	Nair Hair Removal- 9 oz.	$
92.	No Clasp Envelope (9" x 12")	$
93.	Oral Pain Relief 0.33 oz. Tube	$
94.	Palm Hair Brush Flexible – Black	$
95.	Pay Day Bar 1.85 oz.	$
96.	Peanut Butter Squeezers 1.12 oz.	$
97.	Peanut Pattie 2.25 oz.	$
98.	Plastic Reading Glasses	$
99.	Playing Cards Deck	$
100.	Postcards	$
101.	Ramen Soups 3 oz. Clear Pack-(chili,beef, ,chicken,Shrimp Chili Lime Shrimp, Spicy Chicken, Spicy Beef)	$
102.	Ranch Corn Nuts -1.4 oz	$
103.	Razorless Hair Removing Cream 6 oz.	$
104.	Reese's Peanut Butter Cups 1.5 oz.	$
105.	Refried Beans Resealable Pouch 6 oz.	$
106.	Roast Beef & Gravy 10 oz. Pouch	$
107.	Salted Peanuts 1.75 oz. bag	$
108.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$
109.	Shaving Gel 3 oz. Clear Tube	$
110.	Sketch Pads (50 Sheets)	$
111.	Skittles "Original Fruits" 2.17 oz. bag	$
112.	Snack Crackers 12 oz. box	$
113.	Snickers Almond Bar 1.76 oz.	$
114.	Snickers Bar 2.07 oz.	$
115.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$
116.	Sprite 20 oz. plastic bottle	$
117.	St. Valentines Cards (English/Spanish) 6/pk	$

	LIST OF ITEMS	UNIT PRICE
118.	Starlite Mints 3.75 oz. Bag	$
119.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$
120.	Sugar Cubes 1 1b. bx	$
121.	Sunflower Kernels 4 oz. Bag	$
122.	Super Cantinero Peanuts & Tortilla Chips-5 ¼ oz.	$
123.	Takis Guacamole 4 oz. bag	$
124.	Takis or Extremes 3.7 oz. bag	$
125.	Tampons – Singles (Regular/Super/Junior) 40 ct. Box	$
126.	Tan PVC Shower Sandals (Size 8 thru 13)	$
127.	Thanksgiving Day Card (English/Spanish) 6/pk	$
128.	Three Flowers Brilliantine- 4 oz.	$
129.	Topochico Beverage Apple- 20 oz.	$
130.	Topochico Beverage Mineral Water- 20 oz.	$
31.	Topochico Beverage Peach- 20 oz.	$
132.	Topochico Beverage Pineapple- 20 oz.	$
133.	Topochico Beverage Strawberry- 20 oz.	$
134.	Tortilla Chips 12 oz. bag	$
135.	Tostadas 12oz. pack	$
136.	Tums- 3-roll pack	$
137.	Twin Pocket Folders	$
138.	Twix Bar 2.0 oz.	$
139.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	$
140.	Vanilla Caramels- 3 oz. Bag	$
141.	VO5 Extra Body Conditioner- 12.5 oz.	$
142.	VO5 Extra Body Shampoo- 12.5 oz.	$
143.	White Boxer Shorts (small thru 6XL)	$
144.	White Handkerchief (15" x 15")	$
145.	White Ladies Panties (Size 5 thru 18)	$
146.	White Men Briefs (small thru 5XL)	$
147.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	$
148.	White Sport Bras (medium thru 3XL)	$
149.	White Thermal Underwear Set (small thru 6XL)	$
150.	White Washcloth -(12"x12")	$
151.	Word Seek Puzzles Books	$

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of Goods and /or Services (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

EXHIBIT "C"

Insurance Requirements

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

EXHIBIT "C"
Insurance Requirements

Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"

Insurance Requirements

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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.

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
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[4]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see 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.

[4] **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 "B"

BID PAGE

Awarded Items to *RENE LUCIO DBA R&R DISTRIBUTING*

Item	DESCRIPTION OF ITEMS	UNIT PRICE
2)	3 Musketeers Bar- 2.13 oz.	$0.68
6)	Advil Coated (2 tablet pouch) -50 ct. box	$0.41
10)	Alka Seltzer (Original Effervescent 2-tablet Pouch)- 116.ct. box	$0.45
11)	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) -72 ct. bx	$0.53
12)	Almond Joy Bar- 1.61.oz	$0.68
18)	Baby Ruth- 2.1 oz.	$0.68
21)	Bottled Water- 20 oz. plastic bottle	$0.38
22)	Bubble Cushioned Envelope (6" x 9")	$0.30
23)	Bubu Lubu-1.2 oz	$0.50
24)	Butter Finger Bar- 2.1 oz.	$0.68
36)	Churritos Red Chili Lime- 4 oz. bag	$0.98
42)	Conchas- 2ct 4.23 oz.	$1.49
44)	Cookies (duplex/vanilla/chocolate/strawberry) -6 oz. Tray	$0.51
46)	Dial -Hypo Allergenic Soap- 3-3.2 oz. bar	$0.46
47)	Dial Soap- 4 oz. bar	$0.77
61)	Gansito- 2ct- 3.52 oz.	$1.49
70)	Hershey's Chocolate Almond- 1.45 oz.	$0.68
76)	Hot/Spicy Pork Cracklings- 2 oz.	$0.75
83)	M & M Peanuts-1.74 oz. bag	$0.68
89)	Milky Way Bar- 2.05 oz.	$0.68
90)	Mini Mantecadas Muffins- 4 ct- 4.23 oz	$1.49
92)	Motrin Ibuprofen (2 tablet pouch)- 50 ct. bx	$0.55
98)	Pay Day Bar- 1.85 oz.	$0.68
100)	Peanut Pattie- 2.25 oz.	$0.68
101)	Peanuts Crunchy Coated- 3.2 oz	$0.98
105)	Ramen Soups- 3 oz. Clear Pack-(chili, beef,chicken,Shrimp Chili Lime Shrimp, Spicy Chicken, Spicy Beef)	$0.24
108)	Reese's Peanut Butter Cups- 1.5 oz.	$0.68
115)	Skittles "Original Fruits" -2.17 oz. bag	$0.68
117)	Snickers Almond Bar- 1.76 oz.	$0.68
118)	Snickers Bar- 2.07 oz.	$0.68
126)	Super Cantinero Peanuts & Tortilla Chips-5 ¼ oz.	$1.83
127)	Takis Guacamole- 4 oz. bag	$0.98
128)	Takis or Extremes- 4 oz. bag	$0.98
133)	Topochico Beverage Apple- 20 oz.	$0.97
134)	Topochico Beverage Mineral Water- 20 oz.	$0.97
135)	Topochico Beverage Peach- 20 oz.	$0.97
136)	Topochico Beverage Pineapple- 20 oz.	$0.97
137)	Topochico Beverage Strawberry- 20 oz.	$0.97
139)	Tostadas- 12 oz. pack	$1.41
142)	Twix Bar- 2.0 oz.	$0.68
143)	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	$0.41
145)	VO5 Extra Body Conditioner- 12.5 oz.	$1.15
146)	VO5 Extra Body Shampoo- 12.5 oz.	$1.15

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: R & R Distributing

ADDRESS: 5835 E. Texas Road

CITY/STATE/ZIP CODE: Edinburg, TX 78542

PHONE & FAX NO'S: Phone: (956) 451-1831 Fax: (956) 287-9614

CELLULAR NO: (956) 451-1831

E-MAIL ADDRESS: rrdistributing@sbcglobal.net

AUTHORIZED SIGNATURE:

PRINTED NAME: Rene Lucio

TITLE Owner

EXHIBIT "C"

CERTIFICATE OF INSURANCE

IBC BANK

R&RDIST-01 BETSEYBAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
IBC Insurance Agency, LTD P. O. Box 39790 San Antonio, TX 78218	PHONE (A/C, No, Ext): (210) 646-9870	FAX (A/C, No): (210) 646-8418
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Lloyds Insurance Co	38253
INSURED R & R Distributing Rene Lucio Dba 5835 East Texas Rd. Edinburg, TX 78542	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		65SBMIM6993	07/01/2017	07/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

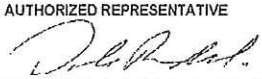
CERTIFICATE HOLDER

County of Hidalgo
P.O Box 1228
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	LIDIA ARROYO	
StateFarm	RUBEN SOLIS	PHONE (A/C, No, Ext):	956-630-2936	FAX (A/C, No): 956-630-6207
	HOLDING CODE	E-MAIL ADDRESS:	LIDIA.ARROYO.NFXT@STATEFARM.COM	
	508 N. 10TH ST STE C1	INSURER(S) AFFORDING COVERAGE		NAIC #
	MCALLEN TX 78502	INSURER A:	State Farm Mutual Automobile Insurance Company	25178
INSURED		INSURER B:		
	LUCIO, RENE	INSURER C:		
	DBA R & R DISTRIBUTING	INSURER D:		
	5835 E TEXAS RD	INSURER E:		
	EDINBURG TX 78542-7264	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	
	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)	$ 500,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			264 8805-C25-53	03/25/2017	09/25/2017	BODILY INJURY (Per accident)	$ 500,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

00 FREIGHTLNR FL-70
BOX TRK
VIN: 1FV6HJFA7YHG41417

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lidia Arroyo

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Insurance Requirements

AFFIDAVIT ON
EXEMPTION FROM WORKERS COMPENSATION INSURANCE

I, ***Rene Lucio***, authorized representative for ***R & R Distributing***, do hereby affirm that I am exempt from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. as I am a sole proprietor and do not employ any individuals under contract of hire as defined by the aforementioned law.

Rene Lucio, Owner
R & R Distributing

NOTARY STATEMENT

I, Janette Estrada. a Notary Public, do hereby certify that on this the 14 day of July, 2017, personally appeared before me Rene Lucio, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statement contained therein is true and correct.

JANETTE ESTRADA
Notary Public, State of Texas
Comm. Expires 06-29-2020
Notary ID 130721637

Notary Public, State of Texas

Printed/Typed Name: Janette Estrada

My Commission Expires: 6-29-20

Sec. 351.034. ADMINISTRATOR. (a) The sheriff of the county in which the jail is located shall serve as administrator of the jail.

(b) The sheriff may decline to serve as administrator by filing a written statement with the commissioners court of that county.

(c) If the sheriff declines to serve as administrator, the commissioners courts of the contracting counties shall jointly appoint a jail administrator. Until an individual is appointed and assumes the duties of jail administrator, the sheriff shall serve as administrator of the jail.

(d) If there is a vacancy in the position of jail administrator, the sheriff shall serve as administrator of the jail until a new jail administrator is appointed and assumes the position.

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

Sec. 351.035. DUTIES. The sheriff or jail administrator has all the powers, duties, and responsibilities with regard to keeping prisoners and operating the jail that are given by law to the sheriff in a county operating its own jail.

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

SUBCHAPTER C. OPERATION OF COUNTY JAILS

Sec. 351.041. SHERIFF. (a) The sheriff of each county is the keeper of the county jail. The sheriff shall safely keep all prisoners committed to the jail by a lawful authority, subject to an order of the proper court.

(b) The sheriff may appoint a jailer to operate the jail and meet the needs of the prisoners, but the sheriff shall continue to exercise supervision and control over the jail.

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

Sec. 351.0415. COMMISSARY OPERATION BY SHERIFF OR PRIVATE VENDOR. (a) The sheriff of a county or the sheriff's designee, including a private vendor operating a detention facility under contract with the county, may operate, or contract with another person to operate, a commissary for the use of the inmates committed to the county jail or to a detention facility operated by the private vendor, as appropriate. The commissary must be operated in accordance with rules adopted by the Commission on Jail Standards.

(b) The sheriff or the sheriff's designee:

(1) has exclusive control of the commissary funds;

(2) shall maintain commissary accounts showing the amount of proceeds from the commissary operation and the amount and purpose of disbursements made from the proceeds; and

(3) shall accept new bids to renew contracts of commissary suppliers every five years.

(c) The sheriff or the sheriff's designee may use commissary proceeds only to:

(1) fund, staff, and equip a program addressing the social needs of the inmates, including an educational or recreational program and religious or rehabilitative counseling;

(2) supply inmates with clothing, writing materials, and hygiene supplies;

(3) establish, staff, and equip the commissary operation and fund the salaries of staff responsible for managing the inmates' commissary accounts;

(4) fund, staff, and equip both an educational and a law library for the educational use of inmates; or

(5) fund physical plant improvements, technology, equipment, programs, services, and activities that provide for the well-being, health, safety, and security of the inmates and the facility.

(d) For a jail under the supervision of the sheriff, at least once each county fiscal year, or more often if the commissioners court desires, the auditor shall, without advance notice, fully examine the jail commissary accounts. The auditor shall verify the correctness of the accounts and report the findings of the examination to the commissioners court of the county at its next term beginning after the date the audit is completed.

(e) A private vendor operating a detention facility under contract with the county shall ensure that the facility commissary accounts are annually examined by an independent auditor.

(f) When entering into a contract under Subsection (a), the sheriff or the sheriff's designee shall consider the following:

(1) whether the contract should provide for a fixed rate of return combined with a sales growth incentive;

(2) the menu items offered by the provider and the price of those items;

(3) the value, as measured by a best value standard, and benefits to inmates and the commissary, as offered by the provider;

AI-60606 **Purchasing Department** **25. K. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending to award primary & secondary vendors [submitting the lowest and best bids as Primary Vendor-Waukesha Pearce Industries LLC. and Secondary Vendor-Holt Texas including approval of contracts to same for RFB No. 2017-150-07-05-TDL "Service Repair & Maintenance of County Generators", subject to compliance with HB1295.

BACKGROUND

1. 17 packets requested and distributed;
2. 2 responsive bids received;
3. Each vendor meets specifications/requirements

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-419-40-220-050-0-430

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

BUDGETARY IMPACT:

Attachments

contract
contract
Legals Approval
Participation Log
Acceptance Sheet
Recommendation Memo
Exhibit
Waukesha Insurance
Holt Texas Insurance
HOLT HB1295

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/14/2017 02:52 PM

Budget & Management	Veronica Ortiz	07/14/2017 03:38 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Tanya Delira Started On: 07/06/2017 02:32 PM

Final Approval Date: 07/21/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-150A-07-25

THIS CONTRACT is made and entered into this 5th day of July, 2017 by and between the **County to Hidalgo, Texas** ("County"), and Holt Texas ("Company").

WHEREAS, Seller responded to advertised notices for bids for: **"Service/Repair and Maintenance of County Generators" (on an as needed basis)** (the "Services"); and

WHEREAS, Seller submitted a bid (a copy of such bid is attached hereto as Exhibit "B") to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Buyer's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company as secondary vendor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Buyer and Seller hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Seller hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Seller agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on October 31, 2017 and expiring on October 30, 2020**.** Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Seller shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Seller who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with

regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Buyer agrees to pay Seller the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Seller.

7. Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Buyer as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Buyer's certificates of such insurance coverage.

8. Seller shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Seller shall indemnify and hold harmless Buyer's, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Buyer's arising out of, resulting from, or connected with the provision of the Service by Seller under this Contract. Said indemnity shall cover any act or failure to act by the Seller, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that Buyer has no supervision of the performance of the Services provided by Seller, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
100 E. Cano 2nd Floor
Edinburg, Texas 78539

If to Company: Holt Cat
1319 S.P.I.D
Corpus Christi, Texas 78416

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by Buyer without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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

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

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

WITNESS our hands in duplicate originals this 5th day of July, 2017.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

Buyer: Hidalgo County, Texas

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

Seller:

By:_____
Printed Name: _____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-150-07-25

THIS CONTRACT is made and entered into this **5th** day of **July, 2017** by and between the **County to Hidalgo, Texas** ("County"), and **Waukesha Pearce Industries LLC.** Company ("Company").

WHEREAS, Seller responded to advertised notices for bids for: **"Service/Repair and Maintenance of County Generators" (on an as needed basis)** (the "Services"); and

WHEREAS, Seller submitted a bid (a copy of such bid is attached hereto as Exhibit "B") to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Buyer's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Buyer and Seller hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Seller hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Seller agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on **October 31, 2017** and expiring on **October 30, 2020.** Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Seller shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Seller who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Buyer agrees to pay Seller the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Seller.

7. Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Buyer as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Buyer's certificates of such insurance coverage.

8. Seller shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Seller shall indemnify and hold harmless Buyer's, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Buyer's arising out of, resulting from, or connected with the provision of the Service by Seller under this Contract. Said indemnity shall cover any act or failure to act by the Seller, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that Buyer has no supervision of the performance of the Services provided by Seller, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
100 E. Cano 2nd Floor
Edinburg, Texas 78539

If to Company: Waukesha-Pearce Industries LLC.
6450 N. Loop 1604 East
San Antonio Tx. 78247

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by Buyer without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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

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

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

WITNESS our hands in duplicate originals this 5th day of July, 2017.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain

Buyer: Hidalgo County, Texas

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

Seller:

By:_____
Printed Name: _____
Title:_____

Zimbra **tanya.delira@co.hidalgo.tx.us**

RE: C-17-150-xx-xx

From : Steve Crain <scrain@atlashall.com> Tue, May 30, 2017 04:29 PM
Subject : RE: C-17-150-xx-xx
To : 'Tanya De Lira' <tanya.delira@co.hidalgo.tx.us>

Looks good.

-----Original Message-----
From: Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, May 30, 2017 2:46 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: C-17-150-xx-xx

Mr. Crain,
Attached please find the revised/corrected draft agreement.

Thank you

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Tanya De Lira" <tanya.delira@co.hidalgo.tx.us>
Sent: Thursday, May 25, 2017 9:11:54 AM
Subject: C-17-150-xx-xx

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

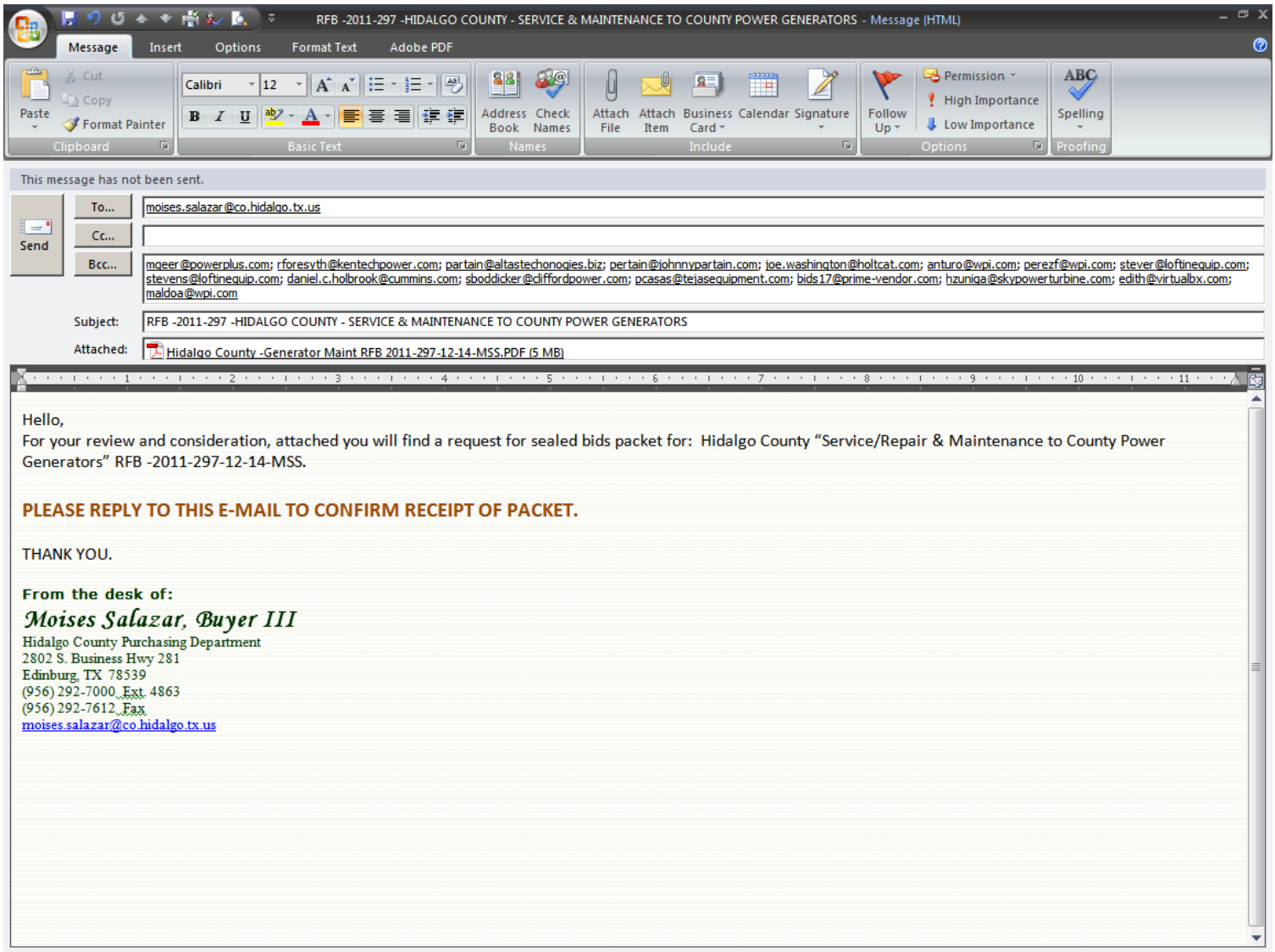
RFB

BID OPENING DATE: JULY 05, 2017 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY-
"SERVICE/REPAIRS & MAINTENANCE TO COUNTY POWER GENERATORS"
BID NO.: 2017-150-07-05-TDL

NAME OF VENDOR: COMPANY/FIRM ADDRESS	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	PHONE, FAX NO, EMAIL
1.Altas Technologies **Attn: Johnny Partain** 7020 N. 16th St. McAllen, Texas 78504	EMAIL	Tanya De Lira	06/19/2017	956-240-1821 Ph 956-687-4966 fax partain@altastechonogies.biz pertain@johnnypartain.com
2. Holt Power Systems **Attn: Joe Washington** 1320 S. 25th Ave. Edinburg, Texas 78539	EMAIL	Tanya De Lira	06/19/2017	210-648-1111 PH 210-648-8452 FAX joe.washington@holtcat.com
3. Waukesha Pearce WPI 9000 N. IH 35 New Braunsfels, Texas 78130 **Attn: Robert Amtu, Frank Perez, and Alex Maldonado**	EMAIL	Tanya De Lira	06/19/2017	512-353-5595 ph 956-386-0107 956-386-0475 956-246-1509 (Perez -Cell) 956-279-7946 (Alex Maldonado) anturo@wpi.com perezf@wpi.com maldoa@wpi.com
4. Operations Manager Cummins Southern Plains, Ltd. 6226 Pan Am Expressway N. San Antonio, TX 78218 **Attn: Daniel Holbrook**	EMAIL	Tanya De Lira	06/19/2017	800-364-4884 Phone: 210-655-5420 Fax: 210-655-3865 Cell: 210-219-3297 daniel.c.holbrook@cummins.com
5. Clifford Power Systems **Attn: Scott M. Boddicker, Melissa Smith,** Troy Kelley (512) 965-9455	EMAIL	Tanya De Lira	06/19/2017	210-913-8837 mobile 210-333-0377 office 210-653-7121 fax sboddicker@cliffordpower.com tkelley@cliffordpower.com msmith@cliffordpower.com
6. Tejas Equipment Rental Peter M. Casas	EMAIL	Tanya De Lira	06/19/2017	956-682-1212 Office pcasas@tejasequipment.com
7. Prime Vendor Inc 4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Attn: Iesha Clinton	EMAIL	Tanya De Lira	06/19/2017	Phone: 800 746-9554 Fax: 800 746-8307 bids17@prime-vendor.com
8. Sky Power Turbine Industries, Inc. Attn: Hector Zuniga	E-MAIL	Tanya De Lira	06/19/2017	Office: 972.878.5017 Mobile: 214.263.2946 hzuniga@skypowerturbine.com
9. Virtual Builder's Exchange ***Attn: Edith Carmona*** 4047 Naco-Perrin Ste. 100 San Antonio, TX 78217	E-MAIL	Tanya De Lira	06/19/2017	(210) 918-1117 direct line (210) 564-6900 phone (210) 564-6902 fax edith@virtualbx.com karen@virtualbx.com
10. Power Plus! 4125 Hollister Street | Houston TX 77080 **Attn: Mike Geer, *Field Service Manager***	E-MAIL	Tanya De Lira	06/19/2017	Mobile: 713.824.9128 Fax: 714.388.3808 mgeer@powerplus.com **www.powerplus.com**

NAME OF VENDOR: COMPANY/FIRM ADDRESS	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	PHONE, FAX NO, EMAIL
11. Kentech 7943 EastEvans San Antonio, TX Attn: Richard Foresyth, Sales Engineer	E-MAIL	Tanya De Lira	06/19/2017	210-946-2474 Ph 210-284-4771 Cell 210-946-2473 Fax
12. Mike Hightower | Research BidClerk	E-MAIL	Tanya De Lira	06/19/2017	312.380.4841 phone 312.275.7197 fax mhightower@bidclerk.com http://www.bidclerk.com
13. **FSI - Energy Services*** **National Operations Center** Tim Kaucher National Accounts Manager Cell: 951-415-4725 Email: 14419 Veterans Way Moreno Valley, CA 92553 Website: www.fsienergyservices.com *A Division of Facility Shield International	E-MAIL	Tanya De Lira	06/19/2017	Office: 800-582-5028 Fax: 877-481-8098 tim.kaucher@facilityshield.com
14. Kentech Power 21855 E. Hammond Dr. Porter, TX. 77365	E-MAIL	Tanya De Lira	06/19/2017	O- 281-358-0980 rgreer@kentechpower.com
15. Cummins Southern Plains Brian Rheay 6226 Pan Am Expressway North San Antonio, Texas 78218	E-MIAL	Tanya De Lira	06/19/2017	Phone: 210-655-5420 Fax: 210-657-9207 Bryan.rheay@cummins.com
16. Government Reporter –Bid Clerk Daniel Hooganboom	E-MAIL	Tanya De Lira	06/19/2017	O -312-267-1042 F -312-275-7197 Danielh@bidclerk.com
17. Onvia Jaqueline Sessa	E-MAIL	Tanya De Lira	06/20/2017	509 Olive Way Seattle Wa 98101 206-373-9150 jsessa@novia.com
18. OCL Enterprises, LLC	E-Mail	Tanya De Lira	06/28/17	7009 Avenida Del Paseo Mission Tx. 78572 ram_gabe@hotmail.com

***VIA: IN PERSON (IP), TELEPHONE REQUEST (TR), BIDDER LIST MAIL OUT (BLM), E-MAIL (EM) FACSIMILE (FAX), EMAIL REQUEST (ER)**


RFB -2011-297 -HIDALGO COUNTY - SERVICE & MAINTENANCE TO COUNTY POWER GENERATORS - Message (HTML)
Message
Insert
Options
Format Text
Adobe PDF
Paste
Cut
Copy
Format Painter
Clipboard
Calibri
12
Basic Text
Address Book
Check Names
Names
Attach File
Attach Item
Business Card
Calendar
Signature
Include
Follow Up
Permission
High Importance
Low Importance
Options
Spelling
Proofing
This message has not been sent.
Send
To...
moises.salazar@co.hidalgo.tx.us
Cc...
Bcc...
mgeer@powerplus.com; rforesyth@kentechpower.com; partain@altastechonogies.biz; pertain@johnnypartain.com; joe.washington@holtcat.com; anturo@wpi.com; perezf@wpi.com; stever@loftinequip.com; stevens@loftinequip.com; daniel.c.holbrook@cummins.com; sboddicker@diffordpower.com; pcasas@tejasequipment.com; bids17@prime-vendor.com; hzuniga@skypowerturbine.com; edith@virtualbx.com; maldoa@wpi.com
Subject:
RFB -2011-297 -HIDALGO COUNTY - SERVICE & MAINTENANCE TO COUNTY POWER GENERATORS
Attached:
Hidalgo County -Generator Maint RFB 2011-297-12-14-MSS.PDF (5 MB)
Hello,
For your review and consideration, attached you will find a request for sealed bids packet for: Hidalgo County "Service/Repair & Maintenance to County Power Generators" RFB -2011-297-12-14-MSS.
PLEASE REPLY TO THIS E-MAIL TO CONFIRM RECEIPT OF PACKET.
THANK YOU.
From the desk of:
Moises Salazar, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4863
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: 07/05/2017	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "SERVICE/REPAIR & MAINTENANCE OF COUNTY GENERATORS"

BID NO: 2017-150-07-05-TDL

	NAME OF COMPANY	ACKNOWLEDGEMENT
1.	Holt CAT	
2.	Waukesha-Pearce Industries	
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: Hidalgo County Facilities Management

FROM: Tanya De Lira, Buyer III
Hidalgo County Purchasing Department

Date: July 06, 2017

RE: Recommendation Memo - Hidalgo County Facilities Management "Service Repair & Maintenance to County Generators"
RFSQ No. 2017-150-07-05-TDL

We have received two (2) qualified bidders in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, June 12, 2017 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-292-7612 or via email to:** tanya.delira@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4878. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.WAUKESHA PEARCE INDUSTRIES	PRIMARY VENDOR
2. HOLT CAT	SECONDARY VENDOR
3.	
4.	
5.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 7-1100-419-40-220-050-0-1430

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	David Flores	220	7/6/17

Enclosures

EXHIBIT "A"
Hidalgo County
"Service/Repair and Maintenance to County Generators"
RFB: NO. 2017-150-07-05-TDL
RFB -SPECIFICATIONS

REQUIREMENTS/SPECIFICATIONS

Hidalgo County is seeking to contract with a vendor providing the most advantageous bid to the County to conduct all of Services/ Maintenance and Repairs of Generators on a Quarterly, Annually and/or Triennial basis as required for each generator here in listed.

Maintenance Services will be provided in accordance with the following specifications and manufacturer recommendations.

Bid price/fees must include service trip, all labor and materials to properly service and maintain as necessary, including but not limited to Load Bank Testing, Automatic Transfer, Megohmeter, Fuel, and Annual Preventive Maintenance Levels 1, 2, and 3.

The Generators to be maintained consists of the following:

#	Manufactor	KW/Voltage	Serial #	Model #	Building	Location	Fuel/Qty
1	Caterpillar (3304 Cat)	KVA 131 KW-105-240/480/3 PH	5CA01537	SR-4	County Courthouse	100 N. Closner Edinburg, Tx	Diesel
2	Caterpillar	KVA:50 KW-50 VOLT:280PH-1	CATODG-60PN 8500108	DG-50-2	County Courthouse –IT Room	100 N. Closner Edinburg, Tx	Natural Gas
3	Generac Power System	KVA-625 KW-500 V-277/480/3 PH	Unit A S/N-2093252	8103541000	New Admin #1	2802 S. Business Hwy 281 Edinburg, Tx	Diesel 250-GAL
4	Generac Power System	KVA-625 KW-500 V-277/480/3 PH	Unit B S/N -2093251	8103540600	New Admin #2	2802 S. Business Hwy 281 Edinburg, Tx	Diesel 250-GAL
5	Caterpillar (Portable Unit) – XO30	KVA 37.5 KW-30-V-208-480-3 PH	CAT00C33PN3X00273	XO30-6	C.O.Health Department	1304 S 25th St. Edinburg, Tx	Diesel 60-GAL
6	Olympian	KVA 62.5 KW 50 V-240-120-3 PH	OLY00000VNPF02045	D50P3	C.O Health Department	1304 S 25th St. Edinburg, Tx	Diesel 175-GAL
7	Olympian	KVA 250 KW 200 V-208/120/3-PH	OLY00000jnns1958	D200P3	C.O Health Department	1304 S 25th St. Edinburg, Tx	Diesel 400-GAL
8	Kohler Power System	KVA-594 KW-475 V-120/240/3 PH	2085749	500REZV8	Juvenile Justice Center	1001 N. Doolittle Rd. Edinburg, Tx	Diesel
9	MQ Multi Quip	RATED OUTPUT-6000W KW-7.7 V-120/240/1-PH	5586850	D-A-7000SS	SATF	1124 N M.Road Edinburg, Tx	Diesel
10	Kohler Power System	KVA-75 KW-60-V-120/240/3-PH	386346 Spc-PA-205228-A	60ROZJ81	Forensic Center	3100 S. Business Hwy 281 Edinburg, Tx	Diesel 100-GAL
11	Generac	KVA 40 KW-40-120/240/ 1-PH	2049892	99A04444-s	Fac Mgt Spare System	3100 S Business Hwy 281 Edinburg, Tx	Diesel 175-GAL
12	Caterpillar	KVA: 125 KW-100 V-208/120/3-PH	CAT00C44CD4801521	D100-6	Pct No.4 Offices	1001 N. Doolittle Rd. Edinburg, Tx	Diesel 200-GAL
13	Generac 9/30/04	KVA:100 KW:80 VOLT:120/208/3PH	2079463	4451540100	Pct No. 3-Multiplex Center	724 N. Breyfogle PO.Box 607 Mission, Tx	Diesel
14	Generac	KVA: 188 KW:150 Volt:120/240/3PH	2103222	11174000200	Pct No 3- Pavilion	300 S. Inspiration Mission, Texas	Diesel
15	Caterpillar	KVA-218.8 KW-175 V-208-120/3-PH	CAT00C66TN6D01644	D175-2	Pct 2 Pharr Clinic, Hall Acres	300 W Hall Acres Rd. Ste B, Pharr, Tx	Diesel 399-GAL
16	Generac	KVA-1250 KW-1000 V-277/480/3-PH	8723833	MD1000KG121 60D18GPSY2	Old Admin	100 E Cano St, Edinburg, Tx	Diesel 1,645-GAL
17	Generac	KVA-188 KW-150 V-277/480/3-PH	2111749	13085900100	John Austin Pena	3341 E. Schunior Edinburg, Tx	Diesel 1,000 GAL
18	Generac	KVA-188 KW-150V-120/208/3-PH	7841464	15011760100	Pct. 1 Constables	1902 Joe Stephens Weslaco, Tx.	Diesel 333-GAL
19	Cummins Power Gen	KVA-312.5 KW-250.0 V277/480/PH3	G140706441	DQDAA-1409677	Pct. 4 "M" Road	1124 N. M Rd. Edinburg Tx.	Diesel 500-GAL
20	Generac	KVA-219 KW-175 120/208 3PH	9078461	SD0175 GG176	Pct 4 Sunflower Park	E. Hwy 107 La Blanca Tx.	Diesel 145-GAL
21	Generac	KVA-250 KW-200 120/208 3PH	9079535	SD0130 GG176	Pct 4 186 Fire Dept.	21661 Hwy 186 Edinburg Tx. 78542	Diesel

GENERATOR'S LIST ADDITIONS AND DELETIONS

1. **Revisions to list may be made in the event a generator is added or deleted from the services**. Due to new generators becoming available during the term of this bid, listed generators may change.
2. Additional sites will be priced based on Kilo Watts as listed on Exhibit B.

REQUIREMENTS

1. Participants must be authorized factory trained by generator manufacturer and certified to work on at least one of the following listed equipment and its switch gear (i.e. ISO Links, Zenith, ASCO series 300, Kohler (Detroit Diesel), and Generac SD 100-Mitsubish).

2. PARTS –For additional parts not included as preventive services parts, with previous approval from County Facilities Management, awarded vendor will be allowed to provide parts with a markup rate. Vendor must use genuine manufacturer parts (filters oil, air, diesel, and misc. parts) as first option and equal or better.

3. At the time of submission of invoices to the Hidalgo County, awarded vendor must provide invoices for parts purchased to repair generators, for auditing purposes and verification of mark up rate.

4. Awarded vendor must be able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission.

5. Technicians must be available (24) twenty–four hours (7) seven days a week.

6. Vendors must provide bid pricing on the following:

    a) A technician fee on an "As needed basis" per hour (normal hours and after hours).

    b) Percentage mark up rate for parts for related preventive services repairs.

TERMS & CONDITIONS

1. ***Business Service Requests***: Hidalgo County is requesting that all services be conducted on a timely manner Monday thru Friday 8-5 or according to Hidalgo County Business schedule.

2. ***Extended Hours for Service Repairs***: If an extended service hour is needed for any unforeseen issue a written request and schedule must be submitted to Hidalgo County Facilities Management or designated personnel. Extended Service Request will begin after 5:01 p.m. and before 8:00 a.m., Monday through Friday and Weekends.

3. ***Emergency/Holidays Service Repair:***

- When an emergency situation arises, the department staff or designated Representative will contact contract awarded Vendor and will submit a written request.
- The Emergency/Holidays service request will be on an Hourly/Time repair and parts rate which commences upon arrival at the job site. Vendor will respond for service within a four (4) hours maximum time frame.
- Holiday service situations are defined as applying to any County observed holiday.

4). Points of Contacts are listed on the herein attached **"Attachment "A".** Vendor shall establish agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience.

5). All repairs and services (with mark up rates) will be on an AS NEEDED BASIS-ONLY. There is no guaranteed of an annual volume, for either services and/or repairs.

6). Hidalgo County requires a copy of original parts invoice to insure verification of the markup percentage.

7). All service repair invoices will be reviewed for billed hours, materials and parts used, and for compliance with contract terms and conditions prior to approving invoice for payment.

8). BID AWARD:

- All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the lowest and best value bid for Hidalgo County including, but not limited to the following:
    a. The overall purchase price.
    b. Response Time: Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to a 4 hour guaranteed service response time frame.
    c. The reputation of the bidder.
    d. The quality of the bidder's goods or services from references.
    e. The bidder's past performance.

- Hidalgo County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in emergency situations in the event the primary vendor is unable to respond as needed.
- Hidalgo County may award to a secondary vendor that will be called under the following circumstances:
    a. When primary awarded vendor does not arrive within the 4 hour commitment or informs the County of its inability to comply.
    b. When the County finds that an additional service provider is required due to simultaneous break downs have occurred.
- Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
- Bids will be considered irregular and may be rejected by Hidalgo County if bids show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Hidalgo County reserves the right to waive any irregularities and to make the award providing the best value to the County.

9. All costs and expenses associated with the preparation and submission of (proposal, proposals and / or quotes) shall be responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY**.

10. The term of the contract will be for <u>three (3) years</u>. Bid price should remain firm thru the term of the contract including any extensions.

11. Hidalgo County reserves the right to continue this proposal for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term.

12. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by County with a thirty (30) day written notice prior to any cancellation.

13. Hidalgo County reserves the right to award the proposal to the proposer submitting the most advantageous response meeting all requirements and specifications.

14. Hidalgo County reserves the right to award by line item or on an "all or none basis".

15. Vendor shall provide maintenance services at no additional cost other than stated on Exhibit "B" for normal maintenance and repair.

16. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

17. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

18. Hidalgo County has the authority to utilize other State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

19. Hidalgo County reserves the right to hold Bid responses for a period of ninety (90) days without taking any action.

20. After bid is awarded, if awarded bidder defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low proposer. In such event, County shall charge the awarded bidder the difference for any additional cost of such item.

21. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

MAINTENANCE AND SERVICES

The awarded vendor will conduct an initial assessment of generator's current conditions. This assessment should be included as a line item in the proposal.

The awarded vendor will propose a preventive maintenance schedule for each generator based on assessment result.

Proposal should be based on the following schedule of preventive maintenance services:

PM LEVEL 1 Services are recommended Quarterly
PM LEVEL 2 Services are Recommended Annually
PM LEVEL 3 Services are Recommended every Three (3) years
TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually
LOAD BANK TESTING Recommended Annually

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

Scheduled Maintenance

PM LEVEL 1 – Services are recommended Quarterly

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

AIR INDICTION and EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation, inspect for oil slobbering.
- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination.

- Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.
- Batteries (Specific Gravity) – Check electrolyte level and specific gravity. Fill cells with distilled water as necessary
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect and test all panel and system alarms.

CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

Scheduled Maintenance

PM LEVEL 2 Services are Recommended Annually

(Includes all services Level 1 -Inspection, as well as the following).

FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.

- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

Scheduled Maintenance

PM LEVEL 3 Services are Recommended every Three (3) years

(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually

INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

LOAD BANK TESTING Recommended Annually (Required annually for most applications)
(SEE NFPA 110 & NFPA 99)

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference

FUEL ANALYSIS – Recommended Annually

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D
Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min Max	D86	288	288	282 338		
Kinematic Viscosity, 40 C sCt Min Max	D445	1.3 2.4	1.3 2.4	1.9 4.1	1.9 4.1	5.5 24
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass,max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of the following: 1.) Cetain index min 2.)Aromaticity, % vol, max	 D976 D1319	 40 35		 40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in proposal prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change.

Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

PRE-BID MEETING:

A pre-bid meeting has been scheduled to be held on **Monday, June 26, 2017 at 9:00 am** in the conference room of the Hidalgo County Purchasing Department, 2802 South Business Hwy 281, Edinburg, TX.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, proposals, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL TO tanya.delira@co.hidalgo.tx.us OR VIA FACSIMILE TO (956) 318-2629, NO LATER THAN, **MONDAY, June 26, 2017, BY 5:00 P.M.** RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN**, WEDNESDAY, June 28, 2017 BY 5:00 P.M.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER John L. Wortham & Son, L.P. PO Box 1388 Houston, TX 77251-1388 www.worthaminsurance.com	**CONTACT NAME:** John L. Wortham & Son, L.P. **PHONE (A/C, No, Ext):** 713-526-3366 **FAX (A/C, No):** 713-521-1951 **E-MAIL ADDRESS:**
INSURED Waukesha-Pearce Industries, LLC P.O. Box 35068 Houston TX 77235	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Fire Insurance Company 19682 **INSURER B :** Lexington Insurance Company 19437 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 36036699 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:			61CSFWQ0144	4/1/2017	4/1/2018	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			61CSFWQ0145	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			023627191	4/1/2017	4/1/2018	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		61WVWQ0146	4/1/2017	4/1/2018	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P. John L. Wortham & Son L.P.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wortham San Antonio, Inc. 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	**CONTACT NAME:** Jennifer Hicks **PHONE (A/C, No, Ext):** 210-249-2363 **FAX (A/C, No):** **E-MAIL ADDRESS:** jennifer.hicks@worthaminsurance.com
INSURED Holt Texas Ltd. 5665 Southeast Loop 410 San Antonio TX 78222	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co Pittsburgh PA — 19445 **INSURER B :** Commerce and Industry Insurance Company — 19410 **INSURER C :** The Insurance Company of the State of Pennsylvania — 19429 **INSURER D :** Chubb Custom Insurance Company — 38989 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 34710630 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☑ LOC ☐ OTHER:	✓	✓	GL5180137	3/1/2017	3/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ✓ GKLL	✓	✓	CA2961564	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) GKLL-All Locations	$ 5,000,000 $ $ $ $ $1,000,000
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 25,000	✓	✓	28189094	3/1/2017	3/1/2018	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	WC080756327	3/1/2017	3/1/2018	✓ 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
D	Contractors Pollution Liability Occurrence	✓	✓	37310530	4/1/2015	3/1/2018	$10,000,000 Each Pollution Incident $10,000,000 Aggregate Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P. John L. Wortham & Son L.P.

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Wortham San Antonio, Inc.		Holt Texas Ltd. 5665 Southeast Loop 410 San Antonio TX 78222
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Hidalgo County Attn: Purchasing Department
ADDRESS: 2812 S. Highway Bus. 281 Edinburg TX 78539

NAMED INSURED INCLUDES:
Holt Texas, Ltd. dba Holt CAT
Holt Texas, Ltd. dba Holt AgriBusiness
Holt Texas, Ltd. dba Holt Crane & Equipment
Holt Texas, Ltd. dba Holt Mining Solutions
Holt Texas, Ltd. dba Holt Power Systems
Holt Texas, Ltd. dba SITECH-Tejas
Holt Texas, Ltd. dba Holt Truck Center
Texas First Rentals LLC

AS RESPECTS GENERAL LIABILITY:

Additional Insured-Owners, Lessees, or Contractors-Scheduled Person or Organization (Ongoing Operations) - Per Form 97838 04/08 - Schedule: “As Required by Contract"
Additional Insured-Owners, Lessees, or Contractors (Completed Operations): Per Form 97837 04/08 - Schedule: “As Required by Contract"
Additional Insured- Lessor of Leased Equipment: Per Form CG 20 34 04 13
Additional Insured - Managers or Lessors of Premises: Per Form CG 20 11 04 13

Waiver of Subrogation: Per Form CG 24 04 05/09

Notice of Cancellation: Per Form 107414 03/11 -Number of Days: 30

Primary and Non-Contributory: Per Form CG 20 01 04/13

AS RESPECTS COMMERCIAL AUTOMOBILE LIABILITY:

Additional Insured and Loss Payee-Lessor: Per Form CA 20 01 10/13
Additional Insured Where Required Under Contract or Agreement: Per Form 87950 09/14

Primary - Insurance Primary as to certain Additional Insureds - Per Form 74445 10/99

Waiver of Subrogation: Per Form 62897 6/95

Notice of Cancellation: Per Form 107414 03/11 -Number of Days: 30

AS RESPECTS WORKERS' COMPENSATION:

Waiver of Subrogation: Per Form WC 00 03 13 04/84

Alternate Employer Endorsement: Per Form WC 00 03 01 04/84 – Schedule: “Any Alternate Employer of your employees”.

Notice of Cancellation: Per Form 99 00 58 04/11 -Number of Days: 30

USL&H Coverage Endorsement: Per Form WC 00 01 06 A

Maritime Coverage Endorsement: Per Form WC 00 02 01 B

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Wortham San Antonio, Inc.		Holt Texas Ltd. 5665 Southeast Loop 410 San Antonio TX 78222
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Hidalgo County Attn: Purchasing Department
ADDRESS: 2812 S. Highway Bus. 281 Edinburg TX 78539

Outer Continental Shelf Lands Act Coverage Endorsement: Per Form WC 00 01 09 C

AS RESPECTS UMBRELLA LIABILITY:

Additional Insured: Per Form 80517 11/09
Insured means: Any person or organization, other than the Named Insured, included as an additional insured under Scheduled Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.

Primary and Non-Contributory: Per Form 86395 12/13 Coverage afforded to these additional insured parties, when required by written contract, will be primary to, and non-contributory with, any Other Insurance purchased and issued to that person or organization.

Waiver of Subrogation: Per Form 80517 11/09

AS RESPECTS PRIMARY COMMERCIAL CRIME INSURANCE:

Policy Number: B0180PE1700983
Policy Period: March 1, 2017 to March 1, 2018
Insurer: 50% Lloyd's Syndicate 1886 QBE / 50% Lloyd's Syndicate 2003 XLC
Limits:
$1,000,000 Employee Dishonesty Each Claim/Aggregate
$1,000,000 Client's Property Each Claim/Aggregate

AS RESPECTS SHIP REPAIRERS LEGAL LIABILITY:

Policy Number: MASILHS00100817
Policy Period: March 1, 2017 to March 1, 2018
Insurer: Starr Indemnity & Liability Company
Limits:
$2,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Any One Accident or Occurrence

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ATTACHMENT

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:
2017-239078

Date Filed:
07/20/2017

Date Acknowledged:
07/20/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Holt Texas, LTD
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.
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.
2017-150A-07-05-TDL
Hidalgo County Service Repair & Maintenance of County Generators

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HOLT, Peter M.	San Antonio, TX United States	X	
WASHINGTON, Joe	Corpus Christi, TX United States		X
RICHTER, Corinna Holt	San Antonio, TX United States	X	
HOLT , Peter J.	San Antonio, TX United States	X	
HOLT , Julianna	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-239078

Date Filed:
07/20/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Holt Texas, LTD.
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.
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.
2017-150A-07-05-TDL
Hidalgo County Service Repair & Maintenance of County Generators

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WASHINGTON, Joe	Corpus Christi, TX United States		X
RICHTER, Corinna Holt	San Antonio, TX United States	X	
HOLT, Peter J.	San Antonio, TX United States	X	
HOLT, Julianna	San Antonio, TX United States	X	
HOLT, Peter M.	San Antonio, 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.

KRISTI GREEN
Notary Public, State of Texas
Comm. Expires 10-01-2018
Notary ID 803941-9

Paul C. Hensley
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paul C. Hensley, this the 20 day of July, 20 17, to certify which, witness my hand and seal of office.

Kristi Green
Signature of officer administering oath

Kristi Green
Printed name of officer administering oath

Notary
Title of officer administering oath

AI-60600 **Purchasing Department** **25. K. 2.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the sole responsible vendor, Terra Firma Materials submitting the lowest and best bid [meeting all specifications and/or requirements as detailed in the supporting documentation contained herein] for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Purchase of Sand and Bedding Materials" through project No.: 2017-147-06-06-FAZ.

BACKGROUND

1. 12 packets sent out - (2) responses
2. Current contract expires: September 23, 2017
3. New contract commences: September 24, 2017
4. Contract document was reviewed and approved as to form by Legal Counsel.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-12X-00X-0-610

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

BUDGETARY IMPACT:

Precinct offices will identify funding on an as needed basis.

Attachments

Recommendation of Award Memos
Tabulation Sheet
Participating Log
HB 1295 Signed, Notarized & Acknowledged
Certificate of Insurances
Contract Agreement
Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/17/2017 04:42 PM
Budget & Management	Veronica Ortiz	07/17/2017 04:47 PM
Merlen P. Munoz	Merlen P. Munoz	07/19/2017 08:53 AM

Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Matilde Faz		Started On: 07/06/2017 01:45 PM
Final Approval Date: 07/21/2017		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: June 28, 2017

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
RFSQ Bid No.-2017-147-06-06-FAZ
"HIDALGO COUNTY - All funding sources, programs & entities
PURCHASE OF SAND AND BEDDING MATERIALS (on an "As Needed Basis)"

We have received **(2) two responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response no later than **June 30, 2017 @ 4:00 p.m. or if possible earlier**. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: **matilde.faz@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

Pct. 1
ROAD & BRIDGE

BUDGET ACCOUNT No.: 7 -1200-431-00-121-005-0- 610

Recommendation (Indicate vendor(s) and reason):

Terra Firma for everything

Should you have any questions or require further information please do not hesitate to call me at 318-2626 - ext. 4854. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Dave Suarez	David Suarez	Comm. Pct. 1	7-3-17

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

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Hidalgo County Purchasing Department

DATE: June 28, 2017

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 7-1200-431-00-122-0006-0-610

Recommendation (Indicate vendor(s) and reason):

Terra Firma Materials

Should you have any questions or require further information please do not hesitate to call me at 318-2626 - ext. 4854. Thank you for your attention and cooperation to this matter.

A. Pompa	Armando Pompa	Pct. 2 Field Ops	7/3/17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: June 28, 2017

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
RFSQ Bid No.-2017-147-06-06-FAZ
"HIDALGO COUNTY - All funding sources, programs & entities
PURCHASE OF SAND AND BEDDING MATERIALS (on an "As Needed Basis)"

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 7-1200-431-00-123-005-0-610

Recommendation (Indicate vendor(s) and reason):

First Bid - Dena Fima Materials

Should you have any questions or require further information please do not hesitate to call me at 318-2626 - ext. 4854. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Joe M. Flores	Pct #3	7-3-17

Enclosures

TABULATION SHEET
"PURCHASE OF SAND and BEDDING MATERIAL (on an as needed basis)"
RFSQ No.: 2017-147-06-06-FAZ

GRAVEL 750-77

Vendor(s)	**Upper Valley Materials (CAPA) 3609 W. Palma Vista Palmview, Texas 78572**	**Terra Firma Materials 9312 E. Curve Rd. Edinburg, Texas 78542**
Pit Location	3 Mile Line & Tom Gill Rd. Peñitas, Texas	43530 W. Expressway 83 Havana, Texas 78560

HIDALGO COUNTY Precinct No. 1
(location of site for reference only)
Mile 11 North & 1 ½ West
Mercedes, Texas

Aggregate Grade No.	Normal Size	$ (per ton)	
		Upper Valley	**Terra Firma**
1	2"	NO BID	**14.75**
2	1-1/2"	16.50	**14.75**
3	1-1/2"	NO BID	**14.75**
4	1"	16.50	**14.75**
5	3/4"	18.00	**14.75**
6	1/2"	16.50	**14.75**
7	3/8"	NO BID	**14.75**
8	3/8"	16.00	**14.75**
Other	2 ½" – 3 ½ "	NO BID	**14.75**
Tunnel Rock	1 ½ - 2 ¼	**14.75**	**14.75**
Oversized Rock	3" - 6"	**14.25**	18.00

HIDALGO COUNTY Precinct No. 2
(location of site for reference only)
4011 S. Veterans Blvd.
San Juan, Texas 78589

Aggregate Grade No.	Normal Size	$ (per ton)	
		Upper Valley	**Terra Firma**
1	2"	NO BID	**14.75**
2	1-1/2 "	16.50	**14.75**
3	1-1/2"	NO BID	**14.75**
4	1"	16.50	**14.75**
5	3/4"	18.00	**14.75**
6	1/2"	16.50	**14.75**
7	3/8"	NO BID	**14.75**
8	3/8"	16.00	**14.75**
Other	2 ½" – 3 ½ "	NO BID	**14.75**
Tunnel Rock	1 ½ -2 ¼	**14.75**	**14.75**
Oversized Rock	3"- 6"	**14.25**	18.00

HIDALGO COUNTY Precinct No. 3
(location of site for reference only)
FM 2221 & Iowa Rd.
Mission, Texas

Aggregate Grade No.	Normal Size	$ (per ton)	
		Upper Valley	**Terra Firma**
1	2"	NO BID	**14.75**
2	1-1/2 "	16.50	**14.75**
3	1-1/2"	NO BID	**14.75**
4	1"	16.50	**14.75**
5	3/4"	18.00	**14.75**
6	1/2"	16.50	**14.75**
7	3/8"	NO BID	**14.75**
8	3/8"	16.00	**14.75**
Other	2 ½" – 3 ½ "	NO BID	**14.75**
Tunnel Rock	1 ½ -2 ¼	**14.75**	**14.75**
Oversized Rock	3"- 6"	**14.25**	18.00

HIDALGO COUNTY Precinct No. 4
(location of site for reference only)
1051 N. Doolittle Rd.
Edinburg, Texas

Aggregate Grade No.	Normal Size	$ (per ton)	
		Upper Valley	**Terra Firma**
1	2"	NO BID	**14.75**
2	1-1/2 "	16.50	**14.75**
3	1-1/2"	NO BID	**14.75**
4	1"	16.50	**14.75**
5	3/4"	18.00	**14.75**
6	1/2"	16.50	**14.75**
7	3/8"	NO BID	**14.75**
8	3/8"	16.00	**14.75**
Other	2 ½" – 3 ½ "	NO BID	**14.75**
Tunnel Rock	1 ½ -2 ¼	**14.75**	**14.75**
Oversized Rock	3"- 6"	**14.25**	18.00

TABULATION SHEET
"PURCHASE OF SAND and BEDDING MATERIAL (on an as needed basis)"
RFSQ No.: 2017-147-06-06-FAZ

FINE SAND 750-77

Vendor(s)	**Upper Valley Materials (CAPA) 3609 W. Palma Vista Palmview, Texas 78572**	**Terra Firma Materials 9312 E. Curve Rd. Edinburg, Texas 78542**
Pit Location	3 Mile Line & Tom Gill Rd. Peñitas, Texas	Fine Sand - 43530 W. Expressway Havana, Texas 78560

HIDALGO COUNTY Precinct No. 1
(location of site for reference only)
Mile 11 North & 1 ½ West
Mercedes, Texas

Price (per ton)

Fine Aggregate Price per Ton	**Upper Valley**	**Terra Firma**
	NO BID	**13.50**

HIDALGO COUNTY Precinct No. 2
(location of site for reference only)
4011 S. Veterans Blvd.
San Juan, Texas 78589

Price (per ton)

Fine Aggregate Price per Ton	**Upper Valley**	**Terra Firma**
	NO BID	**13.50**

HIDALGO COUNTY Precinct No. 3
(location of site for reference only)
FM 2221 & Iowa Rd.
Mission, Texas

Price (per ton)

Fine Aggregate Price per Ton	**Upper Valley**	**Terra Firma**
	NO BID	**13.50**

HIDALGO COUNTY Precinct No. 4
(location of site for reference only)
1051 N. Doolittle Rd.
Edinburg, Texas

Price (per ton)

Fine Aggregate Price per Ton	**Upper Valley**	**Terra Firma**
	NO BID	**13.50**

FILL SAND

Vendor(s)	**Upper Valley Materials (CAPA) 3609 W. Palma Vista Palmview, Texas 78572**	**Terra Firma Materials 9312 E. Curve Rd. Edinburg, Texas 78542**
Pit Location	3 Mile Line & Tom Gill Rd. Peñitas, Texas	Fill Sand - 43530 W. Expressway Havana, Texas 78560

HIDALGO COUNTY Precinct No. 1
(location of site for reference only)
Mile 11 North & 1 ½ West
Mercedes, Texas

FILL SAND Price per Ton	**Upper Valley**	**Terra Firma**
	8.00	**8.00**

HIDALGO COUNTY Precinct No. 2
(location of site for reference only)
4011 S. Veterans Blvd
San Juan, Texas

FILL SAND Price per Ton	**Upper Valley**	**Terra Firma**
	8.00	**8.00**

HIDALGO COUNTY Precinct No. 3
(location of site for reference only)
FM 2221 & Iowa Rd.
Mission, Texas

FILL SAND Price per Ton	**Upper Valley**	**Terra Firma**
	8.00	**8.00**

HIDALGO COUNTY Precinct No. 4
(location of site for reference only)
1051 N. Doolittle Rd.
Edinburg, Texas

FILL SAND Price per Ton	**Upper Valley**	**Terra Firma**
	8.00	**8.00**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING LOG
SPECIFICATIONS/RFSQ PACKETS
RFSQ

BID OPENING DATE: JUNE 6, 2017 **BID OPENING TIME: 11:00 A.M.**

DEPARTMENT/BID DESCRIPTION: "PURCHASE OF SAND & BEDDING MATERIAL (ON AN AS NEEDED BASIS)"

BID NO: 2017-147-06-06-FAZ

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE No.
Frontera Materials, Inc Attn: Barry Ehlinger	Email	Maty Faz	05/17/17	P.O. Box 1917 Weslaco, TX 78599 (956) 607-5965 bmefrontera@aol.com
Martin Marietta Materials Attn: Rhonda Jung	Email	Maty Faz	05/17/17	5710 W. Hausman Rd. Suite 121 San Antonio, Texas 78249-1646 Cell (210) 294-3373 Office (210) 208-4056 mark.higgins@martinmarietta.com
Valley Caliche Products, Inc Attn: Mark Motheral	Email	Maty Faz	05/17/17	3 Mile Line Minnesota Rd Mission TX, 78572 (956) 581-2751 valleycaliche@aol.com
Upper Valley Materials Attn: Bernice Gonzalez Larry Hinojosa	Email	Maty Faz	05/17/17	7301 W Exp 83 Mission, TX 78572 (956) 432-0600 sales@capatexas.com cc sales@riovalleypipe.com
International Materials LLC Attn: Javier Garza	Email	Maty Faz	05/17/17	3408 N. Conway Mission, Texas 78574 (956) 240-1423 (956) 862-3701 fax (956) 584-3206 internationalmats@at&t.net
Border Pacific Materials Jose A. Escamilla	Email	Maty Faz	05/17/17	Rio Grande City, Tx. 78582 Office (956) 487.5606 Mobile (956) 500.2562 jaescamilla@boprr.com
Prime Vendor Inc. Kimberly Doumit bids20@prime-vendor.com	Email	Maty Faz	05/17/17	4622 Cedar Avenue Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
Delta Aggregate & Landscaping Materials Eustacio Rubio deltaaggregate@aol.com	Email	Maty Faz	05/17/17	PO Box 2443 Elsa, Texas 78543 (956) 472-0174 or (956) 966-0709

Green Dream International Victor D. Vincent	Email	Maty Faz	05/17/17	300 Spring Bldg, Suite 900 Little Rock, AR 72201 T: 501-481-4460 F: 501-481-4459: v.vincent@greendreamgr.com
International Materials, LLC Javier Garza	Email	Maty Faz	05/17/17	3408 N. Conway Mission, TX. 78574 956-240-1423 Fax (956) 584-3206 internationalmats@att.net
Virtual Builders Exchange Karen Sesters	Email	Maty Faz	05/17/17	4047 Naco Perrin, Suite 100 San Antonio, TX 78217 210-564-6900 x 126 210-564-6902 F
IOC Company Sebastin Salinas "Aidee G. Kimuyu" <akimuyu@ioccompany.com>	Email	Maty Faz	05/17/17	9312 E. Curb Edinburg, TX. 78542 956-380-2897 ssalinas@ioccompany.com

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

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:
2017-229753

Date Filed:
06/27/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Terra Firma Materials
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.
2017-147-06-06-FAZ
Construction Materials - Sand and Bedding Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
CUELLAR, NANCY	Edinburg, TX United States	X	
CUELLAR, OSCAR	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

MARIA GUADALUPE ALCOCER
Notary Public
STATE OF TEXAS
ID#11786463
My Comm. Exp. June 2, 2020

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Oscar Cuellar, this the 28 day of June, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Ma Guadalupe Alcocer | Printed name of officer administering oath | Bookkeeper | 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:
2017-229753

Date Filed:
06/27/2017

Date Acknowledged:
06/28/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Terra Firma Materials
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.
2017-147-06-06-FAZ
Construction Materials - Sand and Bedding Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CUELLAR, NANCY	Edinburg, TX United States	X	
CUELLAR, OSCAR	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2017

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: Stephanie Dexter
BancorpSouth Insurance Services, Inc. GEM Insurance 3355 West Alabama Suite 850 Houston TX 77098	PHONE (A/C, No, Ext): 713-622-2330 FAX (A/C, No): 713-622-2053 E-MAIL ADDRESS: stephanie.dexter@bxsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Great American Insurance Co.	16691
INSURER D : Texas Mutual Insurance Company	22945
INSURER E :	
INSURER F :	

INSURED	IOCCOMP-01
IOC Company, LLC; IOC Trucking, LLC; Terra Firma Materials, LLC PO Box 4737 Edinburg TX 78540	

COVERAGES **CERTIFICATE NUMBER:** 47666816 **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	X COMMERCIAL GENERAL LIABILITY			CO2G27413A	9/7/2016	9/7/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY			BA2G289781	9/7/2016	9/7/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X MCS-90							$
C	X UMBRELLA LIAB X OCCUR			TUU461609002	9/7/2016	9/7/2017	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001312520	9/12/2016	9/7/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*
*
*
*
*
*

See Attached...

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2612 S Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Earl A. Schneider

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT
C-17-147-07-25

THIS AGREEMENT (the "Agreement") is entered into effective as of the **25th** day of **July, 2017** by and between **Terra Firma Materials, LLC** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements for the **"Purchase of Sand and Bedding Materials"** (the "Product") **(on an as needed basis)** as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year**;

WHEREAS, Seller has submitted a bid to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain Products, as described herein.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer **F.O.B. Seller's location: 43530 West Expressway 83, Havanna, Texas 78560**, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year**, with the Buyer's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Agreement shall commence on **September 24, 2017** and expire on **September 23, 2018** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
100 East Cano, 2nd Floor (Admin. Bldg.)
Edinburg, Texas 78539

If to Seller:
Terra Firma Materials, LLC
Attn: Oscar Cuellar, Managing Member
9312 East Curve Road
Edinburg, Texas 78542

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.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

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

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

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

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

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

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby

waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

q. **Nondiscrimination:** Seller, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), 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 in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
TERRA FIRMA MATERIALS, LLC

By:_____
Printed Name: Oscar Cuellar
Title: Managing Member

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

May 17, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (All funding sources, programs & entities)**
Request for Sealed Quote -**"PURCHASE OF SAND AND BEDDING MATERIALS"**
RFSQ No.: 2017-147-06-06-FAZ

Dear Gentleman/Ladies:

Enclosed, please find the Request for Sealed Quote (RFSQ) 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 Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626 Ext. 4854.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

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REQUEST FOR SEALED QUOTE (RFSQ)
HIDALGO COUNTY (All funding sources, programs & entities)
"PURCHASE OF SAND AND BEDDING MATERIALS (on an "As Needed Basis)"
RFSQ No.: 2017-147-06-06-FAZ

ITEM	DESCRIPTION	No. OF PAGES
1.	Request For Sealed Quote Letter	1
2.	Request for Sealed Quote, Legal Notice	9
3.	Exhibit A, Specifications	6
4.	Exhibit B, Sealed Quote Page	2
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	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.	Draft Contract	8
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB 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

Martha L. Salazar, CPPB, Purchasing Agent

5/17/17

Date

Revised 09/13/16

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY
(All funding sources, programs & entities)
"PURCHASE OF SAND AND BEDDING MATERIAL
(On an "As Needed Basis)"
RFSQ No.: 2017-147-06-06-FAZ

DUE DATE:
JUNE 06, 2017

Contact Person:
Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY–"PURCHASE OF SAND AND BEDDING MATERIAL (on an "As Needed Basis)"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQ's should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.

2. All RFSQ's are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFSQ No: 2017-147-06-06-FAZ - HIDALGO COUNTY - "PURCHASE OF SAND AND BEDDING MATERIAL (on an "As Needed Basis)"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **On or before JUNE 06, 2017, by 11:00 A.M.. EMAILS, FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED ANY RFSQ 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 RFSQ No: 2017-147-06-06-FAZ.** Hidalgo County reserves the right to refuse and reject any/all RFSQ's and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your quote:

   1. **Legal Notice (See page 9);**
   2. **Quote Page (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 18 below).**

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so.

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQ's.

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 RFSQ 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 Auditors Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Matilde "Maty" Faz, Buyer II
(956) 318-2616 Ext. 4854

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:

a) Name and address of successful Participant
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY– "PURCHASE OF SAND AND BEDDING MATERIAL (on an "As Needed Basis"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. **Schedule of Events**

Sealed Quote Opening, 11:00 A. M.	**June 06, 2017**
Award of Contract	**_____, 2017**
Commence Work or Deliver Products	**_____, 2017**

18. ~~RFSQ or Performance Bond; Payment under Contract:(if applicable for public works projects):~~

. ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~ All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. **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 RFSQ, and prior to commencement of the actual work, the Participant 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. 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.

20. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21. Disclosure of Conflict of Interest

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, 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

22. **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 RFSQ 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 RFSQ No.: 2017-147, 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 TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. If during the life of any contract or RFSQ awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

24. RFSQ's, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. Successful Participant 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 Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

29. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant 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 Participant=s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.

30. Successful Participant 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 RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful Participant 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.

Request For Sealed Quotes
For
HIDALGO COUNTY
(All funding sources, programs & entities)
"PURCHASE OF SAND AND BEDDING MATERIAL (on an "As Needed Basis"
RFSQ No: 2017-147-06-06-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Matilde "Maty" Faz, Buyer II
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant:	
Address:	
By:	
Printed Name:	
Title:	

Must be submitted with the quote

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
RFSQ No.: 2017-147-06-06-FAZ

PROJECT OVERVIEW:
Hidalgo County is seeking to enter into a contract for the purchase of sand and bedding material with qualified participates. Sealed Bids will be received for the following **"Purchase of Sand and Bedding Material** (on an **"As Needed Basis)"**

It is intended that the amount of **"Sand and Bedding Material"** purchased, will be on an "**as needed basis**" by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/material than is needed.

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct No. 1 Amy Saenz-Smith 1902 Joe Stephens, Weslaco, Texas 78596 (956) 968-8733	Hidalgo County Precinct No. 2 Yolanda Cisneros 4011 S. Veterans Blvd San Juan, TX 78589 (956) 787-1891
Hidalgo County Precinct No. 3 Norma Ceballos / Luis Moreno 724 N. Breyfogle Rd. Mission, Texas 78574 (956) 585-4509	Hidalgo County Precinct No. 4 Veronica Lopez –Davis / Nick Perez 1051 N. Doolittle Rd., Edinburg, Texas 78542 (956) 383-3112

PRODUCT SPECIFICATIONS:

- Must be suitable for use in installation of drainage structures and or other related applications.
- Various sizes but particularly potato size from 2 ½" to 3 1/2" for County-Wide
- **Coarse Aggregate**: Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycle crushed hydraulic cement concrete, crushed stone, or combinations thereof that are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.
- Provide coarse aggregate that when tested in accordance with Tex-413-A, has:
  - At most 0.25% by weight of clay lumps,
  - At most 1.0% by weight of shale, and
  - At most 5.0% by weight of laminated and friable particles.
- Wear must not be more than 40% when tested in accordance with Tex-410-A.
- Provide coarse aggregate with a 5-cycle magnesium sulfate soundness of not more than 18% when tested in accordance with Tex-411-A. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.
- The loss by decantation as tested in accordance with Tex-406-A, plus the allowable weight of clay lumps must not exceed 1.0%. In case of aggregates made primarily from crushing stone, if the material finer than the No. 200 sieve is established to be the dust of fracture and especially free from clay or shale as established by Tex-406-A, Part III, the limit may be increased to 1.5%. When crushed limestone coarse aggregate is used in concrete pavements, the decant may exceed 1.0% but not more than 3.0% if the material finer than the No. 200 sieve is determined to be at least 67% calcium carbonate in accordance with Tex-406-A, Part III.

- Unless otherwise specified, provide aggregate conforming to the gradation requirements shown in Table 3 when tested in accordance with Tex-401-A.

Table 3
Coarse Aggregate Gradation Chart

Percent Passing On Each Sieve										
Aggregate Grade No.	Normal Size	2 ½"- 3"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8
1	2"	100	80-100	50-85		20-40			0-5	
2	1-1/2 "		100	95-100		35-70		10-30	0-5	
3	1-1/2"		100	95-100		60-90	25-60		0-5	
4	1"			100	95-100		25-60		0-10	0-5
5	3/4"				100	90-100		20-55	0-10	0-5
6	1/2"					100	90-100	40-70	0-15	0-5
7	3/8"						100	70-95	0-25	
8	3/8"						100	95-100	20-65	0-10

SAND SPECIFICATIONS:

- **Fine Aggregate.** Provide fine aggregate consisting of clean, gravelly sands with little or no fines that meet ASTM D2321 Class II standards.

- Provide fine aggregate that does not show a color darker than standard when subjected to the color test for organic impurities in accordance with Tex-408-A.

- Provide fine aggregate with an acid insoluble residue of at least 60% by weight when tested in accordance with Tex-612-J in all concrete subject to direct traffic.

- Blending the fine aggregate to meet the acid insoluble residue requirement is acceptable. When blending, use the following equation:

  Acid Insoluble (%) = $\{(A1)\ (P1)+(A2)(P2)\}/100$ where:
  - $A1$ = acid insoluble (%) of aggregate 1
  - $A2$ = acid insoluble (%) of aggregate 2
  - $P1$ = percent by weight of $A1$ of the fine aggregate blend
  - $P2$ = percent by weight of $A2$ of the fine aggregate blend.

- Provide fine aggregate or combinations of aggregates, including mineral filler, conforming to the gradation requirements shown in Table 4 when tested in accordance with Tex-401-A.

Table 4
Fine Aggregate Gradation Chart (Grade 1)

Sieve Size	Percent Passing
3/8 in.	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-65
No. 50	10-35
No. 100	0-10
No. 200	0-3

- Provide fine aggregate with a sand equivalent of at least 80 in accordance with Tex-203-F.

FILL SAND:

Provide Fill Sand, to be used in a variety of applications and/or for the use of filling sand bags as a deterrent for water damage (i.e. due to possible flooding etc.).

REQUIREMENTS:

1. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

2. When requested, samples shall be furnished free of expense to Hidalgo County.

3. **Location:** Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. **BID PRICE SHALL BE PER TON**

5. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

6. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

TERMS AND CONDITIONS:

1. The contract will be in effect for a period of (1) one year from bid award date with Hidalgo County's option to extend for an additional (1) one year term under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.

4. Hidalgo County reserves the right to award on an "all or none basis".

5. One or more bidder(s) maybe designate as approved vendor(s) for purchases/services for Hidalgo County.

6. Hidalgo County reserves the right to award the bid to ONE or to MULTIPLE bidders if the County determines it is in its best interest to do so.

7. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contract agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10. The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by Hidalgo County with a (30) thirty day written notice prior to any cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

12. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

13. Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

14. **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. Failure to act in this manner may result in termination of this contract.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile or via e-mail to: matilde.faz@co.hidalgo.tx.us no later than, Tuesday, May 30, 2017 by 5:00 PM. Responses to said inquiries will be sent to all applicants via facsimile or via e-mail by no later than Thursday, June 01, 2017 by 5:00 PM.

EXHIBIT "B"
Quote Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
RFSQ No.: 2017-147-06-06-FAZ

Internal use only: Gravel 750-77

HIDALGO COUNTY Precinct No. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct No. 2 (location of site for reference only) 4011 S. Veterans Blvd San Juan, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct No. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct No. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

Pit Location(s):_____

EXHIBIT "B"
Quote Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
RFSQ No.: 2017-147-06-06-FAZ

Internal use only :Sand & Fill Sand - 750-77

HIDALGO COUNTY Precinct No. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas	**HIDALGO COUNTY Precinct No. 2** (location of site for reference only) 4011 S. Veterans San Juan, Texas
Fine Aggregate (sand)	**Fine Aggregate (sand)**
Price per Ton $ _____	Price per Ton $ _____
Fill Sand	**Fill Sand**
Price per Ton: $_____	Price per Ton: $_____

HIDALGO COUNTY Precinct No. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas	**HIDALGO COUNTY Precinct No. 4** (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas
Fine Aggregate (sand)	**Fine Aggregate (sand)**
Price per Ton $ _____	Price per Ton $ _____
Fill Sand	**Fill Sand**
Price per Ton: $_____	Price per Ton: $_____

Pit Location(s): _____

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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

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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.

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.

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 "B"

BID PAGE

EXHIBIT "B"
Quote Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
RFSQ No.: 2017-147-06-06-FAZ

Internal use only: Gravel 750-77

HIDALGO COUNTY Precinct No. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	$ 14.75
2	1-1/2 "	$ 14.75
3	1-1/2"	$ 14.75
4	1"	$ 14.75
5	3/4"	$ 14.75
6	1/2"	$ 14.75
7	3/8"	$ 14.75
8	3/8"	$ 14.75
Other	2 ½" – 3 ½ "	$ 14.75
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 18.00

FOB Terra Firma

HIDALGO COUNTY Precinct No. 2 (location of site for reference only) 4011 S. Veterans Blvd San Juan, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	$ 14.75
2	1-1/2 "	$ 14.75
3	1-1/2"	$ 14.75
4	1"	$ 14.75
5	3/4"	$ 14.75
6	1/2"	$ 14.75
7	3/8"	$ 14.75
8	3/8"	$ 14.75
Other	2 ½" – 3 ½ "	$ 14.75
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 18.00

FOB Terra Firma

HIDALGO COUNTY Precinct No. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	$ 14.75
2	1-1/2 "	$ 14.75
3	1-1/2"	$ 14.75
4	1"	$ 14.75
5	3/4"	$ 14.75
6	1/2"	$ 14.75
7	3/8"	$ 14.75
8	3/8"	$ 14.75
Other	2 ½" – 3 ½ "	$ 14.75
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 18.00

FOB Terra Firma

HIDALGO COUNTY Precinct No. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	$ 14.75
2	1-1/2 "	$ 14.75
3	1-1/2"	$ 14.75
4	1"	$ 14.75
5	3/4"	$ 14.75
6	1/2"	$ 14.75
7	3/8"	$ 14.75
8	3/8"	$ 14.75
Other	2 ½" – 3 ½ "	$ 14.75
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 18.00

FOB Terra Firma

Pit Location(s): 43530 W EXPRESSWAY 83 HAVANNA, TX 78560
TERRA FIRMA MATERIALS

EXHIBIT "B"
Quote Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
RFSQ No.: 2017-147-06-06-FAZ

Internal use only :Sand & Fill Sand - 750-77

HIDALGO COUNTY Precinct No. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas	HIDALGO COUNTY Precinct No. 2 (location of site for reference only) 4011 S. Veterans San Juan, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ $13.50	Price per Ton $ $13.50
Fill Sand	Fill Sand
Price per Ton: $ $8.00 FOB Terra Firma	Price per Ton: $ $8.00 FOB Terra Firma

HIDALGO COUNTY Precinct No. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas	HIDALGO COUNTY Precinct No. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ $13.50	Price per Ton $ $13.50
Fill Sand	Fill Sand
Price per Ton: $ $8.00 FOB Terra Firma	Price per Ton: $ $8.00 FOB Terra Firma

Pit Location(s): ~~4350~~ 43530 W Expressway 83 Havanna, TX 78560
Terra Firma Materials

BIDDER/COMPANY NAME: TERRA FIRMA MATERIALS LLC

ADDRESS: 9312 E CURVE RD

CITY/STATE/ZIP CODE: EDINBURG TX 78542

PHONE & FAX NO.'S: 956- 380.2897 / 956-380.4085

CELL PHONE: 956- 330.6220

AUTHORIZED SIGNATURE:

PRINTED NAME: OSCAR CUELLAR

TITLE: MANAGING MEMBER

EMAIL: OCUELLAR@IOCCOMPANY.COM

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2017

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 BancorpSouth Insurance Services, Inc. GEM Insurance 3355 West Alabama Suite 850 Houston TX 77098	**CONTACT NAME:** Stephanie Dexter **PHONE (A/C, No, Ext):** 713-622-2330 **FAX (A/C, No):** 713-622-2053 **E-MAIL ADDRESS:** stephanie.dexter@bxsi.com
INSURED IOCCOMP-01 Terra Firma Materials, LLC PO Box 4737 Edinburg TX 78540	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Phoenix Insurance Company / 25623 **INSURER B :** Charter Oak Fire Insurance Company / 25615 **INSURER C :** Great American Insurance Co. / 16691 **INSURER D :** Texas Mutual Insurance Company / 22945 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 47666816 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CO2G27413A	9/7/2016	9/7/2017	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 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MCS-90			BA2G289781	9/7/2016	9/7/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			TUU461609002	9/7/2016	9/7/2017	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF0001312520	9/12/2016	9/7/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*
*
*
*
*
*

See Attached...

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2612 S Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Earl G. Schneider

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve - Draft [Procurment Process]- Purchase of Sand & Bedding Materials

From : Steve Crain <scrain@atlashall.com> Mon, May 15, 2017 10:31 AM

Subject : RE: Review & Approve - Draft [Procurment Process]- Purchase of Sand & Bedding Materials

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The draft contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, May 15, 2017 10:27 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>
Subject: Re: Review & Approve - Draft [Procurment Process]- Purchase of Sand & Bedding Materials

Good morning, Mr. Crain-

Please review and approve "**draft**" agreement (attached hereto) for the purposes of the [***procurement process***] for Project:**"Purchase of Sand and Bedding Materials" (on an as needed basis)** for **Hidalgo County.**

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

AI-60736 **Closed Session** **27. C.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Crystal Meza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/18/2017 11:29 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Aida Alvarez		Started On: 07/18/2017 10:42 AM
Final Approval Date: 07/21/2017		

AI-60822 **Closed Session** **27. D.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2017-01167; Leticia Martinez Rodriguez v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 08:50 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Monica Salinas Started On: 07/21/2017 08:30 AM

Final Approval Date: 07/21/2017

AI-60861 **Closed Session** **27. E.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation related to possible causes of action against drug manufacturers and/or distributors of opioids

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Monica Salinas		Started On: 07/21/2017 05:21 PM
Final Approval Date: 07/21/2017		

AI-60738 **Open Session** **29. C.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Crystal Meza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/18/2017 11:29 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Aida Alvarez		Started On: 07/18/2017 10:44 AM
Final Approval Date: 07/21/2017		

AI-60823 **Open Session** **29. D.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2017-01167; Leticia Martinez Rodriguez v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 08:50 AM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Monica Salinas Started On: 07/21/2017 08:30 AM

Final Approval Date: 07/21/2017

AI-60862 **Open Session** **29. E.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation related to possible causes of action against drug manufacturers and/or distributors of opioids

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	07/21/2017 05:27 PM
Form Started By: Monica Salinas		Started On: 07/21/2017 05:22 PM
Final Approval Date: 07/21/2017		