

- 5. AI-72428** *na* 1. Pursuant to Commissioners Court directive/request, presentations by three (3) providers [as recommended by Evaluation Committee] for RFP titled: Hidalgo County Third Party Administration, Individual Stop Loss for Self-funded Medical Plan" to make a ten (10) minute presentation limited to the contents of submitted Proposal Response, with Q & A by Commissioners Court Members.
2. Presentation/discussion by Self-Funded Medical Plan Consultant

- 6. AI-72268** *sl* Presentation of qualified vendor submitting the sole and best bid for the purpose of award and approval of the contract # C-19-120-09-24 to the sole vendor submitting a bid while meeting specifications for: Hidalgo County "SS-1 Emulsified Asphalt and Delivery Services".

B. Elections Department:

- 1. AI-72346** *sl* Presentation of bids received and to award to Information Management Solutions, LLC. the responsible vendor submitting the lowest and best bid and approval of contract for RFB #2019-250-09-24-ABV for bid titled: "Printing and Mass Mail Out of Voter Registration Cards 2019".

C. Pct. 1

- 1. AI-72259** *sl* Requesting approval of final negotiated contract with Alpha Infrastructure Engineering, PLLC as it relates to On-Call Professional Engineering Services on as needed basis for projects located in Precinct #1 [CC action 07-30-19 R-AI# 71469].

D. Pct. 2

- 1. AI-72367** *sl* A. Presentation of scoring grid (for the purpose of ranking by CC) of graded vendor submissions with the recommendations by Evaluation Committee Members for RFQ/P No. 2019-264-09-05-RFV, "Construction Manager at Risk (CMAR) for North San Juan Park Swimming Pool Project."

Submitting Vendor	Recommendation by Evaluator No. 1	Recommendation by Evaluator No. 2	Recommendation by Evaluator No. 3	Sum of Evaluator Scores	Final Places for CC Rank
Erickson Construction	1	1	1	3	1
Holchemont LTD	2	2	2	6	2
NM Contracting	3	3	3	9	3

- B. Authority for the Purchasing Department to negotiate an agreement commencing with the number one ranked firm of Erickson Const. for North San Juan Park Swimming Pool Project.

E. District Clerk

- 1. AI-72350** *sl* A. Requesting exemption from competitive bidding requirements, under TxLGC Chapter 262.024 (a)(4), a personal services;

APPROVED

B. Acceptance of the proposed scope of services and fee schedule from Judith Branham with authority to enter into a personal services contract [drafted by Office of DA's, Civil Litigation Division with final approval by same prior to execution] for Domestic Relations Office (DRO) for Hidalgo County District Clerks.

F. WIC

su 1. **AI-72412** Requesting approval for the purchase of Camera Systems, Installation & Accessories from "Telepro Communications" through HC membership/participation in the following Cooperative Purchasing Programs (subject to HB1295 compliance when/if applicable):

Requisition	Department	Co-op/Contract	Contract	Description	Amount
00401599	WIC	Buyboard	579-19	Installation & Accessories	\$65,407.82
00401526	WIC	National IPA	R170501	Cameras & Accessories	\$79,947.40

G. Sheriff's Office

su 1. **AI-72387** Approval of final Interlocal Cooperation Agreement/Document between Hidalgo County and City of Weslaco to provide commercial waste pickup and disposal services to the Hidalgo County Benito Bravo East-Side Sub Station.

19. **Open Forum**

① Fern McLaugherty Pl. taxes / jail / budget

20. **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. Pending and/or potential litigation

*in @ 3:45
out @ 4:13*

B. Private consultation and advice of counsel concerning pending, potential and/or contemplated litigation, settlement offers, and/or legal matters subject to the attorney-client privilege under the authority of the Open Meetings Act Section 551.071, Government Code.

C. **AI-72342** Civil Action No. 7:18-cv-00265; Roberto Leal, et al v. Homero Jasso, in his individual and official capacities as J.P. of Hidalgo Co. & Hidalgo County

D. **AI-72329** Claim of Armando Lopez

E. **AI-72355** Claim of Pierre Garza

21. 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."

Ma B. 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)

AI-72350

Purchasing Department
18. E. 1.

CC REGULAR AGENDA REGULAR
MTG District Clerk

Meeting
Date: 09/24/2019

Submitted Marty Salazar, PURCHASING DEPT.

For:

Submitted Hector Garcia, PURCHASING DEPT.

By:

Department: PURCHASING DEPT.

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 Judith Branham with authority to enter into a personal services contract [drafted by Office of DA's, Civil Litigation Division with final approval by same prior to execution] for Domestic Relations Office (DRO) for Hidalgo County District Clerks.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Fiscal impact is through the revenue fund from filing fees collected by HC.

Attachments

C-19-162-09-24 Judith L. Branham

Legal Approval

Supporting Documents

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	09/20/2019 04:40 PM
Final Approval	Monica Salinas	09/20/2019 06:08 PM
Form Started By: Hector Garcia		Started On: 09/17/2019 02:06 PM
Final Approval Date: 09/20/2019		



THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES

C-19-162-09-24

THIS AGREEMENT is made on the 24th day of September, 2019 by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **Judith L. Branham** ("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 Consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court, **pursuant to Article 262.024 Texas Local Government Code.**

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County Consulting Services for implementation activities in creating a "Domestic Relations Office" (DRO) within Hidalgo County, pursuant to Chapter 203 of the Texas Family Code.
2. Consultant will report any problems or recommended changes in the implementation activities performed to the County of Hidalgo, with a copy to the Hidalgo County District Clerks Office.

3. The term of this Contract will be effective 24TH Day of September, 2019 and the execution of agreement by all parties and issuance of a Purchase Order (PO) for a period not to exceed six (6) months. The Contract may be extended for two additional thirty (30) day terms at the sole discretion of the County under the same rates, terms and conditions.

4. As a condition of this Contract, Consultant represents and warrants to County that the Consultant shall be the only and sole person personally providing the Services, 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.

5. As consideration for services of Consultant described herein, County agrees to pay Consultant the sum of a minimum (not to exceed) \$ 48.00 per hour, as provided in Exhibit "B" (attached hereto). Consultant will adhere to Hidalgo County's approved Travel Policies and Procedures including all travel, meals, hotel etc., to be reimbursed at a rate equivalent to the State of Texas rate payable against written invoice and documentation of expenses submitted by Consultant.

6. County and Consultant agree that either Party may terminate this Contract at any time for any reason upon giving of thirty (30) days prior written notice to the other party.

7. Consultant agrees to provide insurance covering activities in providing the service for County and Services and naming County as an additional insured (with coverage 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. 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 (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

Copy to: **Hidalgo County District Clerks Office**
 Attn: Laura Hinojosa, District Clerk
 P.O. Box 87
 Edinburg, Texas 78539

If to Consultant: **Judith L. Branham**
 32 Pebblebrook Lane
 Wimberley, Texas 78676

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.

9. Conflict with Applicable Law. Nothing in this Contract 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 extent necessary to bring them within the legal

requirements and only during the time such conflict exists.

10. 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 Consultant, and that Consultant is an independent contractor under this Contract.

11. 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.

12. 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.

13. 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.

14. Additional Documents. The parties hereto covenant and agree that they 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.

15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives,

successors, and assigns where permitted by this Contract.

16. 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 duties hereunder.

17. 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.

18. 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.

19. 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 a valid and enforceable obligation of County and Consultant in accordance with its terms.

20. 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 any 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.

21. **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.

22. 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 extent 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.

23. **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 stated 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.

24. Nondiscrimination. Consultant, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, 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.

25. Appendix II to CFR 200-Contract Provisions. Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

EXECUTED and effective as of the _____ day and _____, 2019 first written above.

COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez
Richard F. Cortez, County Judge

ATTEST

Arturo Guadalupe, Jr. Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 9/24/19 ms

CONSULTANT:

By: Judith L. Branham
Printed Name: JUDITH L. BRANHAM
Title: Consultant
Date: 10/16/19

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: Victor M. Garza
Victor M. Garza, Assistant District Attorney

APPROVED BY COMMISSIONERS COURT: 9/24/19

EXHIBIT “A”

“SCOPE OF SERVICES”

Provide assistance and recommendations to complete the following implementation activities for creating a “Domestic Relations Office” (DRO) within Hidalgo County as per Chapter 203 of the Texas Family Code.

1. Recommend appropriate staffing to provide the services.
2. Assist in the hiring process.
3. Identify automated system changes/process to accurately track DRO cases and activities
4. Attend meetings, training or seminars as required
5. Identify software/hardware needs
6. Recommend information to be tracked in a management report to ensure effectiveness of activities
7. Assist with the coordination of the 2019 TADRO Conference
8. Other duties as identified to establish the DRO
9. Administrative duties

EXHIBIT "B"

FEE SCHEDULE

Fee amount	
	Hourly
Flat rate	48.00 per hour
Travel	To be reimbursed in accordance with Hidalgo County Travel Policy

ESTIMATED SCHEDULE OF HOURS										
Week	Staffing	Hiring	Software-Hardware	Software Tracking	Mgmt Report	TADRO	Adm.	Travel	Other	Est. Total Hours
1	5	20				10	.5	4.5		40
2	5	20				10	.5	4.5		40
3		20				10	.5	4.5		35
4-8		15				10	.5		5	30.5
9-16		10	10	10			.5	2	6	38.5
17-25	10	10		5	5		.5	2	7.5	40

EXHIBIT "C"
INSURANCE DOCUMENTATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2019

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 Ted H Heaton III State Farm Insurance Company 3933 Steck Ave, Ste B-111 Austin, TX 78759	CONTACT NAME: Gussie Schwartz PHONE (A/C, No, Ext): 512.615.5137 E-MAIL ADDRESS: gussie@tedheaton.com	FAX (A/C, No): 512.343.9342
	INSURER(S) AFFORDING COVERAGE	
INSURED BRANHAM, JUDITH 32 PEBBLEBROOK LN WIMBERLEY, TX 78676	INSURER A: State Farm Lloyds NAIC #: 43419	
	INSURER B: State Farm Mutual Automobile Insurance Company NAIC #: 25178	
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	90-EM-M419-5	07/30/2018	07/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Business Property \$ 2,200
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		90-EM-M419-5	07/30/2018	07/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> 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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)
County of Hidalgo is listed as Additional Insured on above General Liability policy.

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



Hector Garcia <hector.garcia1@co.hidalgo.tx.us>

DRO Consulting Agreement

Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Mon, Sep 16, 2019 at 1:23 PM

To: Hector Garcia <hector.garcia1@co.hidalgo.tx.us>

Cc: "ramirez, josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "Vina, Robert" <robert.vina@da.co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Mr. Garcia,

Our office has reviewed the proposed Draft for the Consulting Agreement as to the DRO, and at this time approve as to the form of the agreement.

Please let me know if you have any other questions or concerns.

Respectfully,

Victor M. Garza

Assistant District Attorney

Civil Division

Office of the Criminal District Attorney

Hidalgo County, Texas

100 East Cano Street

Edinburg, Texas 78539

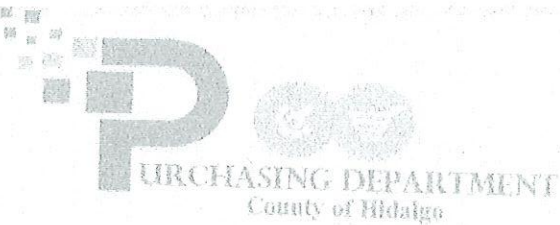
(956) 292-7609 EXT. 8185

(956) 292-7619 FAX

victor.garza@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

[Quoted text hidden]



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

Affidavit of Sole Proprietorship

The undersigned affiant, JUDITH I BRANHAM, states he/she is a sole proprietor, doing business as, JUDITH I BRANHAM, located at 32 PEBBLEBROOK LN, WIMBERLEY, TX 78676, and conducting business with the County of Hidalgo in the State of Texas.

Affiant will provide services for County of Hidalgo under a purchase order which will be issued upon approval by the Hidalgo County Purchasing Department.

Affiant further states that he/she has no employees and does not anticipate employing any while conducting business with the County of Hidalgo. In the event Affiant does employ any staff during the performance of work under any contract or agreement with Hidalgo County, Affiant must immediately notify Hidalgo County and obtain the appropriate Workers' Compensation insurance to remain compliant with the applicable statutory requirements. Furthermore, Affiant acknowledges that failure to do so will result in cancellation of the purchase order, and/or risk non-payment.

Affiant swears and affirms that the statements above are true and correct and are within the personal knowledge of Affiant.

JUDITH I BRANHAM
Printed Full Name of Affiant

Signature of Affiant

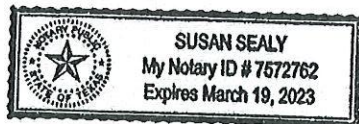
SUBSCRIBED AND SWORN before me, a Notary Public, in and for the County of Hidalgo in the State of Texas this the 19th day of September, 2019, to certify which, witness my hand and seal of office.

Susan Sealy
Printed Name of Notary Public

SUSAN SEALY
Signature of Notary Public

AFFIX NOTARY STAMP / SEAL ABOVE

My Commission expires on 3/19/23



Revised July 2017

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, JUDITH L BRANHAM, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: Experience and Knowledge

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Judith Branham
Authorized Signature

9/19/19
Date

Company
32 Pebblebrook Dr
Address

Wimberly, TX 78676
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

JUDITH ERWIN BRANHAM

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.

N/A

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.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

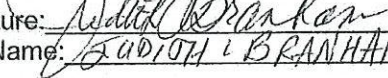
7 Judith Erwin Branham
Signature of vendor doing business with the governmental entity

9/19/19
Date

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: RADION L. BRANHAM
Title: _____
Telephone Number: 512.294.1469
Date: 9/19/19

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Judith Branham
Wimberley, TX United States

Certificate Number:
2019-542288

Date Filed:
09/19/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County 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.

C-19-162-000-000
Consulting Services to the County of Hidalgo Texas

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



6 UNSWORN DECLARATION

My name is JUDITH IRWIN BRANHAM, and my date of birth is 02-26-1958.

My address is 32 PEBBLE BROOK LN, WIMBERLEY, TX, 78676, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HAUIS County, State of TEXAS, on the 19th day of Sept, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Judith Branham
 Wimberley, TX United States

Certificate Number:
 2019-542288

Date Filed:
 09/19/2019

Date Acknowledged:
 09/20/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County 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.

C-19-162-000-000
 Consulting Services to the County of Hidalgo Texas

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)