AI-31924 **Comm. Court Executive Office 5. B.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Sergio Cruz **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Budget & Mgmt./Workers Comp.:
Requesting permission/approval of travel request for Damaris SanMiguel, Dina Trevino, Rey Salazar, Flora Vazquez, and Joe Jackson, to attend the 2012 County Mgmt. Institue to be held on May 2-4, 2012 in Austin, TX.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:**

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

BUDGETARY IMPACT:

2-1100-415-14-115-001-0-583/584 - (583 - $1118.10 & 584 - $660.00) Req. #'s 214432,214435,214442,214443,214444
2-2202-419-50-115-065-0-583/584 - (583 - $367.70 & 584 - $220.00) Req. # 214432, 214435, 214438,214440
2-2201-415-00-115-009-0-583/584 - (583 - $367.70 & 584 - $220.00) Req. # 214432, 214435, 214441

Attachments

budget application
conference backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/13/2012 04:15 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Angela Garcia Started On: 04/13/2012 03:16 PM

Final Approval Date: 04/13/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 03/29/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 2

DEPARTMENT NAME: BUDGET & MGMT.

NAME & TITLE OF EMPLOYEE(S) TRAVELING: DAMARIS SAN MIGUEL, REY SALAZAR, DINA TREVINO, FLORA VAZQUEZ, JOE JACKSON

EVENT INFORMATION

TITLE OF EVENT: 2012 COUNTY MGMT. INSTITUTE

EVENT DATE(S) FROM: 05/02/12 TO: 05/04/12

DEPARTURE DATE: 05/02/12 RETURN DATE: 05/04/12

LOCATION OF EVENT: CITY: AUSTIN STATE: TX

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.

_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

X To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 1,100.00	
Subtotal for Object Code 584	$ 1,100.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE		
4. BUS FARE		
5. RENTAL CAR	$ 235.18	
6. GASOLINE/DIESEL/FUEL		
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS		
9. PARKING	$ 15.00	
10. LODGING	$ 1,253.50	
11. MEALS	$ 585.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 2,088.68	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 3,188.68	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	X
County Vehicle**	
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

X Trip expenses are necessary and will be incurred for official county business.

X Reasonable efforts to minimize the use of county funds have been explored.

X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

X If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	4/13/12	Sergio Cruz	292-7025

APPROVED BY OFFICE OF EXECUTIVE OFFICER

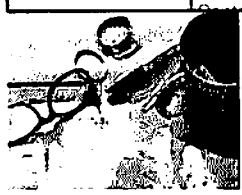
FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

X TRAVEL IS **APPROVED** for the individuals listed below:
Damaris San Miguel, Rey Salazar, Dina Treviño, Joe Jackson, Flora Vazquez

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Angela Garcia	4/13/12	Angela Garcia	292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	**DATE:**	**SIGNATURE OF DBM DEPARTMENT HEAD:**	
Sergio Cruz	4/13/12		

COUNTY AUDITOR'S FORM T.1.1 (01/10)



EDUCATION CENTER

Education Center

- Education Center Overview
- **Ready to Register:**
  - Legislative Exchange Regionals
  - Leadership Development Program
  - County Managment Institute
  - North & East Texas County Judges & Commissioners Association & Conference
  - County Investment Officer, Level II
  - Pre-Legislative Conference
- Education Calendar
- Event Presentation Materials
- Judicial Education Center
- CIO Certification Section
- Leadership Program
- Education Requirements
- Other Related Education Sites

2012 County Management Institute

Go to events calendar

Register

May 2-4, 2012

Sheraton Austin Hotel at the Capitol
701 East 11th Street
Austin, TX
(512) 478-1111



Overview
The 2012 County Management Institute features outstanding presenters speaking on timely topics to equip county officials, managers and employees with essential management skills to meet the changes and significant challenges facing county government. The conference focuses on improving communication, customer service and leadership skills.

Beyond the general sessions, choose from the following tracks:

- Human Resources;
- County Engineers and Road Administrators;
- Risk Management; and
- General Management.

Learning Outcomes
Attendees of the conference will be able to:

- Set, track and measure personal and professional goals and success;
- Leverage strengths to influence others to action;
- Resolve common safety risks using cost-saving solutions;
- Identify who is and is not considered an independent contractor;
- Use safeguards to better protect their county's data; and
- Reduce and prevent the most common causes of county losses;

Who Should Attend

- Elected and appointed officials;
- Chief deputies, jail administrators and supervisors;
- Department heads and employees with management duties;
- Risk managers, loss control coordinators and committee members;
- Personnel directors, human resource officers and employee benefits administrators;
- County engineers and road administrators;
- Those needing Human Resource Certification Institute (PHR and SPHR) hours; and
- County law enforcement personnel.

Sponsorship Information

Date	Location
May 2-4, 2012	Sheraton Austin Hotel at the Capitol, Austin

Registration Information - Sign up today and register online!

Hotel Information - View hotel information for this event.

Scheduled Activities - Interested in the schedule of activities?

Agenda - View the agenda for this event.

Continuing Education - Review the continuing education credits for this event.

Cancellation Policy - Already registered and need to cancel?

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2012 County Management Institute

May 2-4, 2012

Sheraton Austin Hotel at the Capitol
701 East 11th Street
Austin, TX
(512) 478-1111

Agenda

Wednesday, May 2

9-5 p.m. *Ballroom Prefunction Area*	Registration Open
10:00-11 a.m. *Capitol Ballroom A-D*	**Texas Association of Counties Human Resources Round Table Discussion**
	Opening General Sessions *Capitol Ballroom A-D*
1-1:15 p.m.	**Welcome and National Anthem**
1:15-1:45 p.m.	**Safety Awards** Coordinated by Mr. David Bondor Presented by Mr. Ernesto Galindo
1:45-3:10 p.m.	**Leading Through Influence: Success Strategies That Get Results** *Ms. Anne Pritchard Grady, Acclivity Performance* The greatest difference between leadership and management is that while management is denoted by title, leadership is an art and may be demonstrated at any level in the organization. The difference between successful people and *REALLY* successful people is the ability to influence others to action. While there's no magic formula for success, there are tools, skills and strategies that can take your personal and professional performance to the next level. Get ready for a fun, engaging and relevant discussion that will provide you the tools to help you improve productivity, personal leadership, and communication. You will learn how to influence others to action, regain control and focus, stay motivated and energized, focus on high payoff activities, maximize communication styles and set, track and measure goals and success.
3:10-3:30 p.m.	**Break**
3:30-5 p.m.	**Character-Driven Success** *Ms. Beverly Chiodo, Ph.D., McCoy Collegel of Business Administration* The purpose of Dr. Chiodo's presentation is to enlarge your understanding of what makes communication powerful and effective. Dr. Beverly Chiodo will challenge you with a new perspective on how to motivate others to excellence.
5-7 p.m. *Creekside I and II, Second Floor*	**Welcome Reception** **Sponsored by JI Specialty Services** Network with your county friends and meet new ones over hors d'oeuvres and drinks in the Creekside Ballroom.

Thursday, May 3

7:30-8:30 a.m. *Ballroom Prefunction Area*	**Morning Coffee**
8-11 a.m. *Capitol Ballroom H*	**Health Fair**
7:30-5 p.m.	**Registration Desk Open**

8:30-10 a.m.	**Concurrent Breakout Sessions**
General Management *Capitol Ballroom A-D*	**County Best Practices: Bright Ideas You Can Use** *Panel Moderator: Mr. Mark Warren, Texas Association of COunties* 2012 County Best Practices Award Winners share their winning best practices.
Human Resources Management *Capitol View Terrace*	**ADAAA and Resonable Accommodations** *Mr. Rodney Klein, Equal Employment Opportunity Commission* The new regulations for the ADA Amendments Act of 2008 were recently approved and they may surprise you. The new regulations are not only a change in the way the EEOC and employers analytically look at impairments, it is also conceptual change in the way we view disabilities under the ADA. Also, we will discuss reasonable accommodations under the ADA, the interactive process, and hot topics such as leave as a reasonable accommodation.
Risk Management *Capitol View Terrace South*	**Innovative Solutions to Common Problems** *Mr. Larry Boccaccio, Risk Control Consultant, Texas Association of Counties* *Mr. David Bondor, Risk Control Representative, Texas Association of Counties* Explore practical and inexpensive solutions to common safety problems such as slips and falls, ergonomics, and back injury.
10-10:30 a.m.	Break
10:30-12 p.m.	Concurrent Breakout Sessions
General Management *Capitol Ballroom A-D*	**Crack the Code: Life-Changing Strategies for Effective Time Management** *Mr. Joe Serio* This program shows how most tasks, goals, and ambitions in life are attained by understanding a universal pattern. The Code applies to managing time, organizing your workspace, communicating effectively, developing strong relationships, learning foreign languages, learning to play music, getting better grades in school, and countless other activities.
Human Resources Management *Capitol View Terrace North*	**Plan Prevent and Protect** *Mr. Brian Farrington, Attorney, Wise, Broad & Associates* Plan Prevent and Protect is a new Department of Labor initiative. Learn more about this initiative and what it means for your county.
Risk Management *Capitol View Terrace South*	**Lessons Learned: Responding to Disaster** *Mr. Michael C. Fisher, Emergency Management Coordinator, Bastrop County* *Hon. Ronnie McDonald, County Judge, Bastrop County* Learn about Bastrop County's response to last year's wildfires. What should your county have in place to be prepared for an emergency? What would Bastrop County do differently if they had to do it all over again?
12-1:30 p.m.	**Lunch** *(on your own)*
1:30-3 p.m.	**Mini-General Sessions**
Capitol Ballroom A-D	**We've Got to Stop Meeting Like This!** *Mr. Steve Beebe, Ph.D., Associate Dean of the College of Fine Arts and Communication, Texas State University*
Capitol View Terrace North	**Job Descriptions: Your First Line of Defense** *Sheila Gladstone, Employment Attorney, Lloyd Gosselink Attorneys at Law* Writing concise, accurate job descriptions has become increasingly important since the recent rise in litigation involving employees' medical conditions. Whether an employee is qualified to perform the job, and whether an accommodation is reasonable is evidenced, in part, by what is written in the job description. Does the job description illegally screen out qualified applicants? Does it reflect the latest duties of the position? Is it a good guideline to use during interviews? Will it assist managers in completing fair and accurate performance appraisals? Bottom line, your job description may be

	"Exhibit A" in a lawsuit involving disability, leave, age, discrimination, wage and hour classifications, retaliation or workplace injury. Can you job descriptions take the heat?
3-3:30 p.m.	**Break**
3:30-5 p.m.	**Mini-General Sessions**
Capitol Ballroom A-D	**Trends in Workers' Compensation Claims and What it Means to You** *Moderator: Mr. Sam Francis, JI Specialty Services* *Panel: Ms. Heather Coady, Ms. Ursula Goodson, Ms. Leticia Navarro, and Ms. Evelyn Leach, JI Specialty Services* This session will explore trends in workers' compensation claims from the industry perspective while utilizing claims experience for members of the Texas Association of Counties Risk Management Pool (TAC RMP). A panel of experienced claims professionals will analyze the changes in key claims indicators as the Texas workers' compensation system has evolved through implementation of the Official Disability Guidelines while the TAC RMP has implemented the Political Subdivision Workers' Compensation Alliance provider panel and the specialized medical management and return to work program fostered thorugh a nurse dedicated to the TAC RMP claims team. This will be an interactive session, complete with case studies and ample time for questions from participants.
Capitol View Terrace North	**Keeping Your County's Data Secure** *Mr. Morgan Holkesvik, Texas Association of Counties*
5:30-7:30 p.m. *Creekside I and II, Second Floor*	**County Best Practices Awards Reception**
Friday, May 4	
7:30-8:30 a.m.	**Morning Coffee**
8:30-9:30 a.m.	**General Sessions** *Capitol Ballroom A-D* **Emergency Text Message Alert Systems** *Mr. Robert Dahlstrom, Chief of Police, University of Texas Police Department* Learn about systems that are available to send emergency messages out to those who should get them.
9:30-9:40 a.m.	**Break**
9:40-11:10 a.m.	**Give 'em the Pickle! Business is not what we sell; it's who we serve** *Mr. Mark Warren, Texas Association of Counties* *Based on the book by Robert E. Farrell with Bill Perkins* We're all in the same business, the people business. It's not what we make or sell that's critical, it's how we take care of the people who buyit. Our job is to make customers happy. If you're a leader, your "customers" are your employees. What do you have, that makes employees want to come back on Monday morning and customers come back at all? Both can get a product, service or a job and benefits somewhere else. "Pickles" are those special or extra things you do to make people happy. The trick is to dinf out what they want, and make sure they get it - plus a little extra. That's the pickle. This presentation is designed to help you create or discover your pickly by offering ideas for a formula to keep them coming back.
11:10-11:20	**Closing Remarks**

*Agenda is subject to change; check back for further updates.



EDUCATION CENTER

Registration Confirmation

Thank you for registering for the **2012 County Management Institute**. Please review the information below and print this form to keep as a copy for your records. If you need more information about the conference or have a question regarding your registration, email Deanna Auert or call our toll-free number (800) 456-5974 for assistance.

We look forward to seeing you at this event.

Date Registered:	**4/10/2012 2:01:40 PM**
Conference:	**2012 County Management Institute**
Event Date/Location:	**May 2-4, 2012 / Austin**
Name:	**FLORA VAZQUEZ**
Title:	**DIRECTOR**
County:	**HIDALGO COUTNY**
Email Address:	
Street Address:	**2818 S. BUS. 281**
City:	**EDINBURG**
State:	**TX**
Zip Code:	**78539**
Phone Number:	
Registration Fee:	**$220**
Track:	**Risk Management**
VeriSign Transaction ID:	
Credit Card Authorization Code:	
Last 4 of Credit Card:	

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EDUCATION CENTER

Registration Confirmation

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We look forward to seeing you at this event.

Date Registered:	**4/10/2012 2:04:30 PM**
Conference:	**2012 County Management Institute**
Event Date/Location:	**May 2-4, 2012 / Austin**
Name:	**JOE JACKSON**
Title:	**WC COMP. SPECIALIST II**
County:	**HIDALGO COUNTY**
Email Address:	**jose.jackson@co.hidalgo.tx.us**
Street Address:	**2818 S. BUS. 281**
City:	**EDINBURG**
State:	**TX**
Zip Code:	**78539**
Phone Number:	**956-292-7025**
Registration Fee:	**$220**
Track:	**Risk Management**
VeriSign Transaction ID:	
Credit Card Authorization Code:	
Last 4 of Credit Card:	

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EDUCATION CENTER

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We look forward to seeing you at this event.

Date Registered:	**4/10/2012 2:05:39 PM**
Conference:	**2012 County Management Institute**
Event Date/Location:	**May 2-4, 2012 / Austin**
Name:	**DAMARIS SAN MIGUEL**
Title:	**DIRECTOR**
County:	**HIDALGO COUNTY**
Email Address:	**damaris.sanmiguel@co.hidalgo.tx.us**
Street Address:	**2818 S. BUS. 281**
City:	**EDINBURG**
State:	**TX**
Zip Code:	**78539**
Phone Number:	**956-292-7025**
Registration Fee:	**$220**
Track:	**General Management**
VeriSign Transaction ID:	
Credit Card Authorization Code:	
Last 4 of Credit Card:	

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EDUCATION CENTER

Registration Confirmation

Thank you for registering for the **2012 County Management Institute**. Please review the information below and print this form to keep as a copy for your records. If you need more information about the conference or have a question regarding your registration, email Deanna Auert or call our toll-free number (800) 456-5974 for assistance.

We look forward to seeing you at this event.

Date Registered:	**4/10/2012 2:06:43 PM**
Conference:	**2012 County Management Institute**
Event Date/Location:	**May 2-4, 2012 / Austin**
Name:	**REY SALAZAR**
Title:	**DIRECTOR**
County:	**HIDALGO COUNTY**
Email Address:	**rey.salazar@co.hidalgo.tx.us**
Street Address:	**2818 S. BUS. 281**
City:	**EDINBURG**
State:	**TX**
Zip Code:	**78539**
Phone Number:	**956-292-7025**
Registration Fee:	**$220**
Track:	**General Management**
VeriSign Transaction ID:	
Credit Card Authorization Code:	
Last 4 of Credit Card:	

Print this page Return to Events

AI-31761 **IT Department 5. C.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

I. T. Department:
Requesting permission for Renan Ramirez to travel to San Antonio, Texas May 22-24, 2012 to attend the Texas Association of Governmental IT Managers 2012 Conference.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-200-001-0-583

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

BUDGETARY IMPACT:

Funds available through PO#'s 673474, 673426, and 673420 in the amounts of $177.00, $247.51, and $142.45 as of 4/13/12 for Renan Ramirez, Westin Riverwalk Hotel, and EAN Holdings, LLC DBA.

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-200-001-0-584

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

BUDGETARY IMPACT:

Funds available through PO#673425 in the amount of $400.00 as of 4/13/12 for Texas Association of Governmental.

Attachments

Travel Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 09:24 AM
Purchasing Department	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Edna Kirby Started On: 04/04/2012 09:11 AM

Final Approval Date: 04/10/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 04/03/12

DEPARTMENT NAME: I. T. DEPARTMENT

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: RENAN RAMIREZ

EVENT INFORMATION

TITLE OF EVENT:	TEXAS ASSOCIATION OF GOVERNMENTAL IT MANAGERS		
EVENT DATE(S) FROM:	05/22/12	TO:	05/24/12
DEPARTURE DATE:	05/22/12	RETURN DATE:	05/24/12
LOCATION OF EVENT: CITY:	SAN ANTONIO	STATE:	TEXAS

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

	To obtain statutorily required continuing professional education.
	To obtain continuing education related to an employee's work or maintenance of a license or certification.
	To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
	To participate in professional organizations related to the employee or official's job assignment.
X	To conduct essential research & information-gathering for improvement of County operations or compliance with law.
	To monitor the development of state or federal legislation or implementation of legislation that might affect the County
	To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
	To pursue the County's interests in litigation or criminal justice.
	To promote the economic development interests of the County.
	To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 400.00	
Subtotal for Object Code 584	$ 400.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ 142.45	
6. GASOLINE/DIESEL/FUEL	$ 60.00	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 247.51	
11. MEALS	$ 117.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 566.96	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 966.96	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

	Trip expenses are necessary and will be incurred for official county business.
	Reasonable efforts to minimize the use of county funds have been explored.
X	Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
	If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

	TRAVEL IS **APPROVED** for the individuals listed below:
	TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT:	I. T. DEPARTMENT	If, applicable, was travel approved by Co. Exec. Officer?	
DEPARTURE DATE:	5/22/2012	RETURN DATE:	5/24/2012
TO CITY:	SAN ANTONIO	STATE:	TEXAS
NAME OF EMPLOYEES ATTENDING SEMINAR:	RENAN RAMIREZ		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
CONDUCT / RESEARCH / INFORMATION GATHERING TO ENCHANCE THE COUNTY'S COMPUTER INFRASTRUCTURE.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	TAGITM 2012 CONFERENCE		
SPONSORED BY:	TAGITM		
REGISTRATION CHECK PAYABLE TO:	TAGITM		
REGISTRATION ADDRESS:	P. O. BOX 200363	SEMINAR START DATE:	5/22/2012
	AUSTIN, TEXAS	SEMINAR END DATE:	5/24/2012
	78720	PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	$ 400.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	1
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	
GL ACCT NO.:	2-1100-415-00-200-001-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$ 400.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$ 400.00
TOTAL 2ND PAGE (B + C + D):	$ 389.95
GRAND TOTAL (A + B + C + D)	$ 789.95

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
	Renan Ramirez	050229
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT:	I. T. DEPARTMENT		
DEPARTURE DATE:	5/22/2012	RETURN DATE:	5/24/2012
TO CITY:	SAN ANTONIO	STATE:	TEXAS
NAME OF EMPLOYEES ATTENDING SEMINAR:	RENAN RAMIREZ		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL:	THE WESTIN RIVERWALK	HOTEL PHONE NO:	210-224-6500
ADDRESS OF HOTEL:	420 W. MARKET SAN ANTONIO, TEXAS 78205	CONFIRMATION NO.(s):	100B184
ROOM RATE:	$ 106.00	PURCHASE ORDER NO.	
NUMBER OF NIGHTS:	2	GENERAL LEDGER ACCT NO:	2-1100-415-00-200-001-0-583
ROOM RATE:		TOTAL NO. OF ROOMS:	1
NUMBER OF NIGHTS:			
ROOM RATE:		HOTEL TAX RATE:	16.75%
NUMBER OF NIGHTS:			

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 247.51

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO		IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.	
NAME OF CAR RENTAL COMPANY:	ENTERPRISE		
ADDRESS OF CAR RENTAL COMPANY: *Note: Coordination of travel is required for every group of 4 or less*	MCALLEN INTL ARPT		
PHONE NUMBER OF CAR RENTAL COMPANY:	956-686-9089		
VEHICLE NO. 1 TYPE:	FULL SIZE	VEHICLE NO. 2 TYPE:	
DAILY CAR RATE:	$ 47.48	DAILY CAR RATE:	
NUMBER OF DAYS:	3	NUMBER OF DAYS:	
CONFIRMATION NO.:	999684476	CONFIRMATION NO.	
VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:	RENAN RAMIREZ	VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:	
PURCHASE ORDER NO.		GL ACCT NO:	2-1100-415-00-200-001-0-583

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C. $ 142.44

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:	N/A		
ADDRESS OF AIRLINE COMPANY:			
PHONE NO. OF AIRLINE COMPANY:		CONFIRMATION NO.:	
ROUND TRIP AIRFARE PER PERSON:			
NUMBER OF TRAVELERS:			
GENERAL LEDGER ACCOUNT NUMBEI		P.O. NO.	

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ -

SUBTOTAL (B+C+D) $ 389.95

COUNTY AUDITOR'S FORM T.1.2 (01/10)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	RENAN RAMIREZ	EMPLOYEE I.D. NO.:	050229	EMPLOYEE TITLE:	CIO
DEPARTMENT:	I. T. DEPARTMENT	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			NO
DEPARTURE DATE:	5/22/12	RETURN DATE:	5/24/12		
TIME OF DEPARTURE:	0800 AM	TIME OF RETURN:	900 PM		
TO CITY:	SAN ANTONIO	STATE:	TEXAS		
SEMINAR/CONFERENCE/MEETING:	START DATE: 5/22/2012	END DATE: 5/24/2012	ACTUAL NO. OF DAYS	3	
TITLE OF WORKSHOP/CONFERENCE:	TAGITM 2012 CONFERENCE				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	CAR RENTAL	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	RENAN RAMIREZ				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	NO	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			
PURPOSE/BENEFIT TO HIDALGO COUNTY:					

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 22-May	MONTH / DAY 23-May	MONTH / DAY 24-May	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00					$27.00	
Lunch	$12.00	$12.00	$12.00	$12.00					$36.00	
Dinner	$18.00	$18.00	$18.00	$18.00					$54.00	
Total	$39.00	$39.00	$39.00	$39.00	$0.00	$0.00	$0.00	$0.00	$117.00	$ 117.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: 3 days @ $ 20.00 — $ 60.00

III. PERSONAL VEHICLE MILEAGE Miles @ $ 0.500 (Current Rate) . . . . — $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

. . . . . $

. . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 177.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER:

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

Registration Information

Early Registration (Expires 4/27)
Agency Member - $400
Affiliate Member - $450
Non-Member - $550*

Regular Reg. (Expires 5/16)
Agency Member - $450
Affilate Member - $500
Non-Member - $600*

On Site Registration
Full Member - $500
Associate Member - $550
Non-Member - $650*

***Public Sector Only**
Click here to register today!

Event Quick Links

Conference Home Page

Conference Agenda

Featured Speakers

Golf Tournament

Alternate Activity

Hotel Information
Conference Sponsors

Questions?

Contact us at tagitm@tagitm.org or 512-220-4295.

TAGITM 2012 ANNUAL CONFERENCE
May 22-25, 2012
Westin Riverwalk Hotel
San Antonio, Texas

"Operation TAGITM 2012: Expect the Unexpected" is the theme for this year's TAGITM annual education and networking conference. In today's ever changing economy it's critical that our organizations are positioned to respond and react to the numerous demands of our citizens, municipalities and business partners
The education committee has put together an exciting agenda filled with numerous speakers who will provide attendees with innovative tools and insight to help them tackle some of today's pressing technology challenges.
The TAGITM conference will feature 3 keynote speakers and numerous breakout presentations focused on some of todays most pressing technology issues including:

> CJIS

> Two Factor Authentication

> ECM Concepts
> Personal Device Management

As always, this will be a great opportunity to network with your peers and build new relationships at the conference activities including the traditional golf tournament, alternate activity, president' s reception, round table discussions, hospitality suites and a back by popular demand - Casino Night on Thursday evening!

For this and more, join us at the TAGITM 2012 Annual Conference!

enterprise

Renan Ramirez
Tel.: (956) 457-0792
renan@co.hidalgo.tx.us
Renter Age: 25 and Up

HIDALGO COUNTY PURCHASING

Confirmation Number:

999684476

Full Size
Car Class:

Chevy Impala, Nissan Altima, Dodge Charger or similar

Rental Dates:

Start: **Tuesday, May 22, 2012 @ 8:00 am**
End: **Thursday, May 24, 2012 @ 9:30 pm**

Pick Up Location:

MCALLEN INTL ARPT
MC ALLEN,TX 78503-3140

Tel.: (956) 686-9089

Airport Shuttle Information

LOCATED IN TERMINAL. CARS ARE ON-SITE.

Office Hours for the week of May 21, 2012

Monday	**7:30 am - 11:00 pm**
Tuesday	**7:30 am - 11:00 pm**
Wednesday	**7:30 am - 11:00 pm**
Thursday	**7:30 am - 11:00 pm**
Friday	**7:30 am - 11:00 pm**
Saturday	**9:00 am - 9:00 pm**
Sunday	**9:00 am - 11:00 pm**

Total Cost Estimate :

For a(n) **Full Size**
rental (Chevy Impala, Nissan Altima, Dodge Charger or similar).

Day @	$ 37.50 USD	$ 112.50 USD
Drop Charge		$ 0.00 USD
COLLISION DAMAGE WAIVER FULL		$ 0.00 USD
SUPPLEMENTAL LIABILITY PROTECTION		$ 0.00 USD
CONCESSION RECOUP FEE 11.11 PCT		$ 12.95 USD
TEXAS REIMBURSEMENT FEE 1.35/DAY		$ 4.05 USD
MOTOR VEH RENTAL TAX		$ 12.95 USD
***Total Charges**		**$ 142.45 USD**

Additional surcharges, local taxes, etc. may apply.

This vehicle comes with unlimited mileage.

ALL DRIVERS MUST BE 21 YEARS OF AGE OR OLDER. DRIVERS MUST BE AT LEAST 25 YEARS OF AGE OR OLDER TO RENT LUXURY CARS, 15 PASSENGER VANS, SUVS AND TRUCKS. DRIVERS 21-24 YEARS OF AGE MAY RENT ECONOMY THROUGH FULL SIZE CARS, MINIVANS, AND CARGO VANS ONLY.

THERE WILL BE AN ADDITIONAL CHARGE OF $10.00 PER DAY FOR EACH ADDITIONAL AUTHORIZED DRIVER OTHER THAN A SPOUSE OR DOMESTIC PARTNER.

RETURN THE VEHICLE TO THE RENTAL CAR PARKING LOCATED NEXT TO THE TERMINAL BUILDING. PLACE KEYS IN THE DROP BOX LOCATED ON THE ENTERPRISE COUNTER.

TOLL PASS POLICY : IF YOU OR ANY DRIVER OPERATE THE RENTAL VEHICLE ON A VIDEO MONITORED TOLL ROAD AND GENERATE AN UNPAID TOLL YOU WILL BE CHARGED OUR TOLLPASS CONVENIENCE CHARGE OF $2.00 FOR EACH DAY YOU USE A VIDEO MONITORED TOLL ROAD OR BRIDGE, PLUS THE POSTED TOLL AMOUNTS AND FEES WHICH WERE UNPAID. THE MAXIMUM TOLLPASS CONVENIENCE CHARGE FOR THE RENTAL PERIOD WILL BE $6.00, AND IS IN ADDITION TO THE COST OF ALL UNPAID TOLLS AND FEES. FOR TOLL ROAD COVERED BY THE TOLLPASS CONVENIENCE CHARGE AND RELATED INFORMATION CALL (877)-860-1258. IF YOU OR ANY DRIVER OPERATE THE RENTAL VEHICLE IN AREAS NOT SERVED BY TOLLPASS AND GENERATE ANY UNPAID TOLL(S) THEN YOU WILL BE CHARGED FOR ALL UNPAID TOLLS AND A SEPARATE FEE OF UP TO $25.00 PER RENTAL. TOLLPASS PROGRAM:

WWW.HTALLC.COM/ENTERPRISE .

Visit us at enterprise.com, or call 1-800-261-7331.

Need Help? Language

Event Page | Book a Room | Check Reservations

TAGITM 2012 Annual Conference

May 21 - 25, 2012
Event Venue : The Westin Riverwalk Hotel San Antonio

Group rate available until April 30, 2012. Subject to Availability.



Event Contact » | Testimonials » | Planner Log In »

The Westin Riverwalk, San Antonio

420 W Market Street. San Antonio, TX 78205, United States Phone: (210) 224-6500 • Contact Us • Announcements

Overview | Photos | Guest Rooms | Features & Amenities | Dining | Local Area | Driving Directions

Overview

Tranquility on the Riverwalk

Reserve »

Settle in at San Antonio's luxury landmark, nestled on a romantic bend of the city's famed River Walk. Stroll in the shade of cypress and palm trees, moments from the Alamo, La Villita historic village, and the San Antonio Convention Center.

Find Your Balance

Whether you're here to work or play, we make it easy to find your balance. Energize in the WestinWORKOUT® Gym or take in the sights with RunWESTIN™. Linger over Le Merienda, our Spanish High Tea service, or melt into a soothing spa experience.

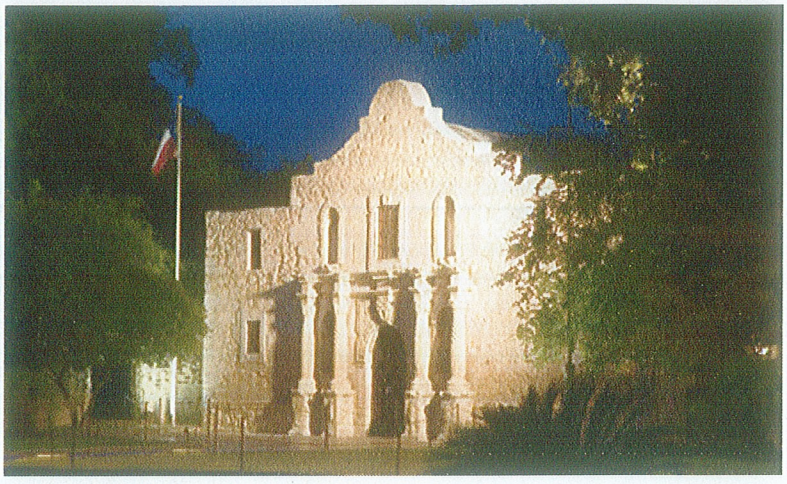
Warm Residential Style

Our 473 rooms and suites welcome you with Texan hospitality and warm residential style. All rooms feature the signature Westin Heavenly Bed®, sparkling city or river views, and elegant, oversized marble bathrooms with pampering bath amenities.

starwood Hotels and Resorts

MERIDIEN aloft THE LUXURY COLLECTION WESTIN FOUR POINTS

element Sheraton ST REGIS W HOTELS



Edna Kirby

From: WestinRiverwalkSanAntonio@starwoodhotels.com
Sent: Wednesday, April 04, 2012 8:20 AM
To: edna.kirby@co.hidalgo.tx.us
Subject: Starwood Reservation Confirmation Notice

Renan Ramirez

2918 Ocean View Dr
Edinburg, TX 78539-3112
United States

Date: 04-04-2012

Time: 08:19 AM

Facsimile:

Reservation Advice

Attention: Renan Ramirez

Status: MOD

It is a pleasure to confirm your reservation as follows:-

Reservation Number: 1008184

Arrival Date: 05-22-2012

Guest Name(s) Renan Ramirez

Arrival Flight:

Arrival Time:

Company Name:

Departure Date: 05-24-2012

Accommodation: TRDNL KG Cityside NS

Number of Rooms: 1

Daily Room Rate: $106.00
Tagitm 2012 Annual C

Number of Guests: 1

Room rate subject to 16.75% occupancy tax

Remarks

Reservations are not transferable

RESERVATIONS ARE HELD UNTIL 6PM ONLY UNLESS A LATER FLIGHT
NUMBER IS INDICATED OR A GUARANTEE IS REQUESTED.

420 W. Market Street
San Antonio, TX 78205
Phone: 210-444-6078

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The information is intended only for the use of the individual(s) or entity named above. If you are not the intended recipient, be aware that any disclosure, copying or distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please notify the sender immediately by replying to the address listed in the "From:" field.

Edna Kirby

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Arrival Time:

Company Name:

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Tagitm 2012 Annual C

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Conference Agenda

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COMMUNITY SEARCH

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ord?

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CALENDAR MORE

5/22/2012 » 5/25/2012
2012 Annual Education Conference

	Tuesday, May 22	
7:30 - 2:00 pm	**Golf Tournament** Sponsored by: Net Sales Direct	
9:00 - 2:00 pm	**Alternate Activity**	
2:00 - 6:00 pm	**Registration**	
5:00 - 6:00 pm	**New Attendee Orientation**	
7:00 -9:00 pm	**President's Reception**	
9:00 - 11:00 pm	**Hospitality Suite** Sponsored by: CDWG	
	Wednesday, May 23	
7:45 - 8:45 am	**Breakfast**	
8:30 - 8:45 am	**Welcome**	
8:30 - 4:00 pm	*Exhibit Set-Up*	
8:45 - 9:45 am	 Keynote: IT's Place at the Planning Table Dr. Shannon Tufts	
9:45 - 10:00 am	**Morning Break**	
10:00 - 11:00 am	**Breakout Session A** But I Love my iPad: The Consumerization of IT and Mobility *Brian Contos - Senior Director, Customer Security Strategy, McAfee*	**Breakout Session B** The Successful Use of VMWare Thinapp by the City of San Marcos *Ryan Parks- Technology Support Technician, City of San Marcos* *Isaac Badu - Network Administrator, City of San Marcos*
11:00 - 12:30 pm	**Awards Luncheon** Sponsored by: Century Link	
12:30 - 1:15 pm	**Solution Showcase** Laserfiche	**Solution Showcase** SHI
1:15 - 1:30 pm	**Afternoon Break**	
1:30 - 2:30 pm	**Breakout Session A** How Cyber Criminals Make Use of Social Media to More Effectively and Efficiently Attack Organizations *Mike Wyatt - Director, Deloitte & Touche LLP*	**Breakout Session B** ECM Concepts, Challenges, Benefits, & Implementing an Enterprise Solution *Sharon Camarillo - IT Director, Hill County*
2:30 - 2:45 pm	**Afternoon Break**	
2:45 - 4:00 pm	**Round Table Discussion** Collaboration 101: Discussion with Your Peers	
4:00 - 6:30 pm	**Exhibit Hall Reception (NEW!)** *Exhibit Hall Opens*	
8:00 - 11:00 pm	**Hospitality Suite** Sponsored by: CDWG	
	Thursday, May 24	
7:30 - 8:30 am	**Breakfast** *Exhibit Hall Opens*	
8:30 - 9:30 am	 Keynote: Character-Driven Success Dr. Beverly Chiodo	
9:30 - 10:00 am	**Morning Break** *Exhibit Hall Open*	
9:45 - 10:30 am	**Solution Showcase** MCCi	**Solution Showcase** Microsoft
10:30 - 10:45	**Morning Break**	

:: Legal/Privacy ::

- Minnesota lets 35,000 workers collaborate with Office 365 2012-03-22, 03:00 am
  The state's new "collaborative ecosystem" covers m
- Microsoft donates image-matching tools to fight child porn trafficking 2012-03-22, 03:00 am
  Microsoft will provide law enforcement agencies fr
- Cloud-bound agencies must do their homework on security, accountability 2012-03-20, 09:31 am
  Federal agencies stand to become more efficient by

AI-31852 **Comm. Court Executive Office 5. D.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Veterans Services:
Requesting permission to allow Felix Rodriguez to travel to Houston, Texas to attend the TVC Accredited Training on April 25-27, 2012 (Texas Veterans Commission will cover all travel expenses)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Texas Veterans Commissions will cover all travel expenses.

Attachments

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 03:16 PM
Erika Zamora	Erika Zamora	04/13/2012 11:46 AM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/11/2012 02:58 PM

Final Approval Date: 04/13/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 04/11/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: VETERANS SERVICES
NAME & TITLE OF EMPLOYEE(S) TRAVELING: FELIX RODRIGUEZ

EVENT INFORMATION

TITLE OF EVENT: TVC ACCREDITED TRAINING FOR VSO/ COUNSELORS @ HOUSTON VA REGIONAL OFFICE

EVENT DATE(S) FROM: 04/25/12 TO: 04/27/12

DEPARTURE DATE: 04/25/12 RETURN DATE: 04/27/12

LOCATION OF EVENT: CITY: HOUSTON STATE: TEXAS

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

X To obtain statutorily required continuing professional education.

X To obtain continuing education related to an employee's work or maintenance of a license or certification.

To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

To participate in professional organizations related to the employee or official's job assignment.

To conduct essential research & information-gathering for improvement of County operations or compliance with law.

To monitor the development of state or federal legislation or implementation of legislation that might affect the County

To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

To pursue the County's interests in litigation or criminal justice.

To promote the economic development interests of the County.

To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

To maintain certification in order to reamin a County Veteran Service Officer

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ -	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ -	
11. MEALS	$ -	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ -	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	
Private Vehicle**	X
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

TEXAS VETERANS COMMISSION ACCREDITED TRAINING FOR VSO/COUNSELORS @ HOUSTON. TVC WILL BE FUNDING ALL EXPENSES TO INCLUDE LODGING, TRAVEL AND MEALS FOR THIS TRAINING.

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

Trip expenses are necessary and will be incurred for official county business.

Reasonable efforts to minimize the use of county funds have been explored.

Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Emilio [illegible]	04/11/12		

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

TRAVEL IS **APPROVED** for the individuals listed below:

TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

AI-31907 **Comm. Court Executive Office 5. E.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to submit application to the Texas Facilities Commission for the Federal Surplus Property Program to receive Federal Surplus Property and authority for County Judge to sign documents.

BACKGROUND

Attachments

application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/13/2012 08:59 AM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/13/2012 08:43 AM

Final Approval Date: 04/13/2012

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)
P.O. Box 13047, Austin, Texas 78711
TEL: (512) 475-3705 - FAX: (512) 236-6173
www.tfc.state.tx.us/surplus/index.html

APPLICATION FOR ELIGIBILITY

INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY FORM TO RECEIVE FEDERAL SURPLUS PROPERTY (41 CFR 101-44.207)

(Please type or print in blue or black ink only)

SECTION I: Provide the full legal name of your organization on the first line of this section. Provide the Federal Employer ID#. Provide the complete mailing address of your organization as recognized by the U.S. Postal Service, including the nine-digit Zip Code. Provide the street address if different from mailing address, or provide directions if located on a rural route or in other remote area. List the county in which the organization is actually located, a business telephone number with area code, and both business and accounts payable fax numbers. Provide the fiscal year ending date and email address. **E-mail addresses provided will receive broadcast e-mails about account status, new arrivals, specials, and any discounts.**

SECTION II: Check the appropriate box that describes your organization. (If you are unable to determine which status to check, please contact this office for assistance.)

SECTION III: Check the appropriate box or boxes (check as many as apply) that indicate the type or purpose of your organization. Please see page 6 for additional requirements for specific types of organizations.

SECTION IV: Provide a comprehensive written description of all programs or services and a description of the operational facilities. Be sure to include hours of operation, services and programs offered, population or enrollment, fee charges, etc. Include samples of pamphlets, catalogs, brochures, posters, or other printed materials.

SECTION V: Indicate the source(s) of funding for your organization and provide supporting documentation.

SECTION VI: Provide Copy of IRS Tax Exemption Letter under Section 501(C)(3) of Internal Revenue Code; Articles of Incorporation; Bylaws; and State Certificate of Incorporation. The name of the organization on this IRS letter must match the name provided in Section I of this application. If not, applicant must include sufficient evidence such as amendments to Articles of Incorporation, or Assumed Name filing certificates to establish an audit trail or names showing the legal connection.

SECTION VII: Nonprofit, tax exempt organizations are required to submit evidence that they are currently approved, accredited or licensed by a nationally recognized accrediting or licensing organization. Recreation, social service, referral, religious and counseling service programs are not eligible to participate in the program.

SECTION VIII: Annotate date and provide an *original* signature of applicant's Authorized Official (President, Chairman of the Board, County Judge, Mayor, City Manager, Executive Director, Administrator, Superintendent, Fire Chief or other person with authority to execute legal documents for the applicant). Applications submitted by counties must be signed by the County Judge. Type or print the name and title of authorized official on the lines provided.

NOTE: INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CALL (512) 475-3705.

SEND ALL NEW APPLICATIONS TO:
(**Original** documents must be mailed)

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: 512-475-3705
FAX: 512-236-6173

SIGNATURE IS REQUIRED ON PAGES 2 - 6

Rev. 5/10/2011

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)
P.O. Box 13047, Austin, Texas 78711
TEL: (512) 475-3705 - FAX: (512) 236-6173
www.tfc.state.tx.us/surplus/index.html

APPLICATION FOR ELIGIBILITY

PLEASE TYPE OR PRINT INFORMATION LEGIBLY WHERE APPROPRIATE

I. LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

Payments must be in the name of donee or parent company

NAME OF ORGANIZATION _____ FEDERAL EMPLOYER ID _____

STREET ADDRESS/LOCATION _____ CITY _____ TX STATE

MAILING ADDRESS (P.O. Box #) _____ 9 DIGIT ZIP CODE _____

COUNTY _____ TELEPHONE # ___ - ___ FAX # ___ - ___ ACCTS PAYABLE FAX # ___ - ___

FISCAL YEAR END DATE: _____ EMAIL: _____

II. APPLICANT STATUS (CHECK ONE):

☐ Public Agency including Public Schools (Tax Supported) ☐ SBA 8(a) Business Development Program

☐ Nonprofit, tax-exempt Organization

III. TYPE OR PURPOSE OF ORGANIZATION: (see page 5 & 6 for requirements for specific types of organizations)

☐ State	☐ Medical Institution	☐ Program Funded for Older Americans	☐ Other
☐ County	☐ Health Center	☐ College or University	_____
☐ City	☐ Child Care Center	☐ School for Students With Disabilities	
☐ Museum	☐ Preschool	☐ Sheltered Workshop Training Program	
☐ Library	☐ School District	☐ Provider of Assistance to the Homeless	
☐ Clinic	☐ Elementary School	☐ Radio/TV Station	
☐ Hospital	☐ Secondary School	☐ Public Safety (specify)	

_____

IV. PROVIDE A WRITTEN DESCRIPTION OF PROGRAM OR SERVICES OFFERED, INCLUDING A DESCRIPTION OF FACILITIES OPERATED.

Include printed materials about the program/services. (REQUIRED)

V. SOURCE OF FUNDING: (Attach supporting documentation)

☐ Tax-supported ☐ Grant ☐ Contributions ☐ Other (specify)

VI. <u>For non-profit organizations only</u>: HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986? _____

(COPY REQUIRED; SEE INSTRUCTIONS FOR ADDITIONAL REQUIREMENTS)

VII. HAS THE ORGANIZATION BEEN APPROVED, ACCREDITED, OR LICENSED? ☐ Yes ☐ No (If yes, attach Supporting Documents) BY WHAT AUTHORITY? ____

X _____ _____

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge) DATE

AUTHORIZED REPRESENTATIVES

Please note: Our Program is now required to have each Authorized Representative's Signature.

I. **AUTHORIZED REPRESENTATIVE** – Only authorized representatives with a signature on file with our office will be allowed to sign for the release of property. All other listed may visit our warehouse locations and will be included in email broadcasts from our office.

II. **All representatives listed in the original application or any prior Update Form will be deleted from the account. Only those representatives listed on this Update Form will be allowed to acquire property.**

NAME	TITLE	TELEPHONE and EMAIL ADDRESS	Authorized Representative's Signature
(*example*) John Doe	County Judge	(512) 123-4567 John.doe@gmail.com	*John Doe*

Valid driver's license or state issued photo identification required prior to entering state or federal facilities.

The applicant hereby certifies the information provided is correct and complete and he/she understands and agrees to all terms and conditions.

NAME OF APPLICANT ORGANIZATION

PRINTED NAME OF AUTHORIZED OFFICIAL

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge)

DATE

SEND ALL APPLICATIONS TO:

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 475-3705 - FAX: (512) 236-6173

NONDISCRIMINATION ASSURANCE

LEGAL NAME AND MAILING ADDRESS OF APPLICANT ORGANIZATION:

NAME OF ORGANIZATION

STREET ADDRESS/LOCATION

MAILING ADDRESS (P.O. Bo #, Street, City & State) (9 DIGIT ZIP CODE)

COUNTY TELEPHONE # FAX #

(Name of Organization) the donee, agrees that the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R., 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION:

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge) DATE

FOR PROGRAM STAFF USE ONLY

THE APPLICANT HAS BEEN DETERMINED: ☐ ELIGIBLE ☐ INELIGIBLE ☐ PENDING ☐ CONDITIONALLY ELIGIBLE

Account number: State Agency Code:

Reviewed by TXSASP: Printed Name Signature Date

NOTES:

DONEE CERTIFICATIONS & AGREEMENTS

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency or a nonprofit institution or organization, exempt from taxation under section 501 of the Internal Revenue code of 1954; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals, or SBA or SEA organizations, or assistance to homeless/ impoverished. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency and GSA.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) or property.

(3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF $5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISTION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISTION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.

(3) In the event the property is not used as required by (c)(1) and (2) and Federal restrictions (b)(1), (b)(2) and (f) have expired then right to the possession of such property shall at the option of the State agency revert to the State of Texas and the donee shall release such property to such person as the State agency shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property is sold, traded leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds form any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF $5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

(g) THE DONEE CERTIFIES by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR105-68, certifies to the best of its knowledge and belief that 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) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

(h) THE DONEE UNDERSTANDS that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge) DATE

PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as "donees" by the federal government) are required to use the property obtained through the program for a specific amount of time before the property can be sold or transferred.

- Property must be used for the program approved for participation in the Federal Surplus Property program.
- Property valued at less than $5,000 in original cost - the compliance period is 12 months from the date put into use.
- All vehicles and property valued at more than $5,000 in original cost - the compliance period is 18 months.
- Aircraft and vessels longer than 50 feet - the compliance period is 60 months (5 years).
- Donee organizations do not obtain title or ownership to property designated "perpetual use" by the federal government. The compliance period is considered to be "perpetual" or ongoing on these items.
- All property must be placed into use within the first year of possession.
- State and federal program staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented.
- If the property is not paid for in full or is not being used or handled as required, the donee (program participant) will be required, at its expense, to return the property to TFC or another donee, as instructed by TFC.
- The property may not be sold, transferred or otherwise disposed of during the compliance period. If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.
- Program participants are required to complete reports regarding property use as a condition of participating in the program.

I understand and agree to the above terms and conditions regarding property compliance and reporting and the Certifications & Agreements on page five.

If applying as an SBA 8(a) business I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines.

X _____ _____

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge) DATE

ELIGIBILITY SUMMARY & REQUIREMENTS FOR SPECIFIC ORGANIZATIONS

Public Agency

1. State or department, agency, or instrumentality thereof
2. Political subdivision of the state, including any unit of local government or economic development district or any department, agency or instrumentality thereof
3. Instrumentality created by contract or other agreement between states or political subdivisions
4. Public purposes include but are not limited to such programs as conservation, economic development, education, park and recreation, public health and public safety

Nonprofit Education Organization

1. Tax exempt under IRS 501(C)(3), ruling letter must include current name and address
2. Must be accredited or approved by nationally recognized accrediting agency
3. Complete narrative: course levels, enrollment, facilities, staff information
4. Articles of Incorporation and bylaws
5. List of research grants awarded (optional)

Nonprofit Health Organization

1. Tax exempt under IRS 501(C)(3), ruling letter must include current name and address
2. Must be licensed, accredited or approved by nationally recognized accrediting or licensing agency
3. Complete narrative: services, patients served, facilities/number of beds, staff information
4. Articles of Incorporation and bylaws
5. List of research grants awarded (optional)

ELIGIBILITY SUMMARY & REQUIREMENTS FOR SPECIFIC ORGANIZATIONS

Homeless Assistance Provider

1. Tax exempt under IRS 501(C)(3), ruling letter must include current name and address
2. Evidence that organization is publicly recognized: letter on official letterhead from mayor, county judge, county health officer or comparable authority that certifies that the applicant is a "provider of assistance to the homeless." Letter must also include specific services provided, number of individuals receiving assistance, and frequency of assistance (daily, weekly or monthly)
3. Complete narrative: hours and days of operation, services, facility, brochures, staff information
4. Funding sources
5. Articles of incorporation/bylaws

Eligible Homeless Provider Programs include: Overnight, daytime and around-the-clock shelters. Included in this group: shelters for battered spouses, abused children, and orphans; and halfway houses or transitional housing for temporary residence of homeless parolees, mental patients, and/or substance abusers.

Food banks must be determined on a case-by-case basis; food banks that provide food directly to facilities where homeless people are fed may be eligible.

Services to the homeless must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the homeless is peripheral and incidental, the entity would not be eligible. Property donated must be used in a program primarily for homeless persons.

Program for Older Individuals

1. Tax exempt under IRS 501(C)(3), ruling letter must include current name and address
2. Certification establishing that applicant is receiving appropriated funds for operation of older individual program
3. Complete narrative: facilities, staff information, services, members served
4. Articles of incorporation and bylaws

Museum

1. Must be open to the public a minimum of 1,000 hours per year (1,000 hours **cannot** be by appointment)
2. Tax exempt under IRS 501(C)(3), ruling letter must include current name and address
3. Staff roster, number of hours each staff member works per week (volunteer or paid)
4. Must have a minimum of one fulltime staff member or the equivalent (for example, one staff member who works 40 hours per week or two staff members who work 20 hours each per week)
5. Complete narrative: brochures, pamphlets or website; days and hours open, location, types of exhibits
6. Articles of Incorporation and bylaws
7. Organizational Memberships (optional)

Volunteer Fire Department / Rescue Squad / Emergency Medical Services

1. Must be funded in whole or part by state, county or city annually (must provide line item budget evidence, including an official city or county budget or a contract with the state, city or county to provide services for residents), staff information
2. Charter or evidence of approval by proper government authority (county judge, city mayor/administrator)
3. Emergency Services District fire departments are eligible for this program as they are funded by taxing districts.
4. Approved organizations in this category must submit the above funding information and an update form annually.

Service Educational Activities

Per General Services Administration, the following specific Service Educational Activities are eligible for the program: American Red Cross, Armed Services YMCA of the USA, Boy Scouts of America, Center for Excellence in Education, Girl Scouts of the USA, Marine Cadets of America, NAFEO, US Olympic Committee, Young Marines of the MLC, Head Quarters US Army Cadet Command, Big Brothers/Big Sisters of America, Boys & Girls Clubs of America, Camp Fire Boys & Girls, Civilian Marksmanship Program, Little League Baseball, Inc., Marine Corps League, National Ski Patrol, US Naval Sea Cadets, Head Quarters Air Force ROTC/LG, Department of Navy JROTC

AI-31722 **Comm. Court Executive Office 5. F.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Angie Chapa **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: LAW LIBRARY

Information

CAPTION

Law Library:
Acceptance of donation to The Law Library from Joanna V. Troppy in the amount of $125.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1247-360-00-000-000-0-000

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

BUDGETARY IMPACT:

Check is to be deposited into 2-1247-360-00-000-000-0-000

Attachments

donation backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/30/2012 01:51 PM
Purchasing Department	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Angela Garcia Started On: 03/30/2012 01:22 PM

Final Approval Date: 04/10/2012

HIDALGO COUNTY LAW LIBRARY

RECEIPT Nº 50055

Date 3/30, 2012

* *Please fill in all applicable items*

Service Fee	Total #
☐ Copies $0.25 per page	
☐ Computer Prints $0.25 per page	
☐ Faxing	
Incoming $0.25 per page	
Outgoing $1.00 per page	
☑ Other Donation	

Received of Joanna Demetti Droppo

One Hundred Twenty-Five and 00/100 Dollars

Cash ___ Check # 2713 M.O. # ___ $ 125.00

Received by: Angie Chapa

White - Customer Copy *Yellow - Auditor's Copy* *Pink - Library's Copy*

§ 81.030. Testimony Before Commissioners Court

The commissioners court may require that testimony before the court be given under oath. A person who makes a false statement under oath is subject to prosecution under Section 37.02, Penal Code.

Added by Acts 1997, 75th Leg., ch. 390, § 1, eff. May 28, 1997. Renumbered from V.T.C.A., Local Government Code § 81.031 by Acts 1999, 76th Leg., ch. 62, § 13.03(d), eff. Sept. 1, 1999.

Historical and Statutory Notes

Former Sections:

A former § 81.030 was renumbered as V.T.C.A., Local Government Code § 89.003 by Acts 1999, 76th Leg., ch. 62, § 13.03(b).

Library References

Counties ⇦52.
Westlaw Topic No. 104.
C.J.S. Counties § 79.

Research References

Treatises and Practice Aids

Brooks, 35 Tex. Prac. Series § 5.5, Terms, Sessions, and Meetings.

§ 81.031. Renumbered as V.T.C.A., Local Government Code § 81.030 by Acts 1999, 76th Leg., ch. 62, § 13.03(d), eff. Sept. 1, 1999

§ 81.032. Acceptance of Donations and Bequests

The commissioners court may accept a gift, grant, donation, bequest, or devise of money or other property on behalf of the county for the purpose of performing a function conferred by law on the county or a county officer.

Added by Acts 1999, 76th Leg., ch. 172, § 1, eff. Aug. 30, 1999.

Library References

Counties ⇦103.
Westlaw Topic No. 104.
C.J.S. Counties § 143.

Research References

Treatises and Practice Aids

Brooks, 35 Tex. Prac. Series § 9.1, Ownership of Property.

2-4-08

#228301

Vernon's

TEXAS CODES ANNOTATED

LOCAL GOVERNMENT CODE

Sections 71.001 to 140

HUDSPETH COUNTY
LAW LIBRARY

THOMSON
WEST

Mat #40614439

$370.00

Historical and Statutory Notes

Prior Laws:

Acts 1951, 52nd Leg., p. 777, ch. 429.
Acts 1977, 65th Leg., p. 270, ch. 131, § 1.
Acts 1979, 66th Leg., p. 234, ch. 121, § 1.
Vernon's Ann.Civ.St. art. 1702h, §§ 1, 2, 7.

Law Review and Journal Commentaries

Proposed legislation authorizing an increase in amount of civil filing fees which may be taxed for support of county law libraries. 40 Tex.B.J. 61 (1977).

Library References

Counties ⇐107.
Westlaw Topic No. 104.
C.J.S. Counties § 147.

Research References

Encyclopedias

TX Jur. 3d Municipalities § 327, County Commissioners Court -- Specific Powers Granted by Statutory Provisions.
TX Jur. 3d Municipalities VIII C Ref., Divisional References.

Treatises and Practice Aids

Brooks, 36 Tex. Prac. Series § 22.32, County Law Library.

Notes of Decisions

In general 1

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1. In general

The County Law Library Fund, established by Vernon's Ann.Civ.St. art. 1702h (repealed; now, this section) could not be used for the construction or general renovation of a county law library building. Op.Atty.Gen.1977, No. H-1062.

A county may maintain branches of its law library in various locations within county for convenience of litigants, and may loan law library materials to other libraries servicing such litigants, so long as a complete law library is operated in a place at the county seat convenient and accessible to judges of the county as well as to litigants. Op.Atty.Gen.1978, No. H-1246.

§ 323.022. Gifts

The commissioners court may receive any gift or bequest to the law library. Title to a gift or bequest vests in the county. A conditional gift or bequest shall be administered as designated by the donor.

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

Historical and Statutory Notes

Prior Laws:

Acts 1951, 52nd Leg., p. 777, ch. 429.
Vernon's Ann.Civ.St. art. 1702h, § 3.

Library References

Counties ⇐103.
Westlaw Topic No. 104.
C.J.S. Counties § 143.

1-9-06

226685

Vernon's

TEXAS CODES ANNOTATED

LOCAL GOVERNMENT CODE

Sections 281.001 to 340

THOMSON WEST

Mat #40322174

HIDALGO COUNTY LAW LIBRARY

AI-31779 **Fire Marshal's Office 5. G.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Juan Martinez **Submitted By:** Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal:
Requesting permission for Juan Martinez, Fire Marshal to attend the Texas Division of Emergency Management Council in Kingsville, TX, May 7-9, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-422-10-300-001-0-583

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

BUDGETARY IMPACT:

REFERENCE P.O. # 673654, 673655,

Attachments

Travel Kingsville.507

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/05/2012 08:02 AM
Purchasing Department	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Yolanda Orozco Started On: 04/04/2012 02:31 PM

Final Approval Date: 04/10/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 04/04/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Fire Marshal
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Juan Martinez, Fire Marshal

EVENT INFORMATION

TITLE OF EVENT: Texas Division of Emergency Management Council

EVENT DATE(S) FROM: 05/08/12 TO: 05/09/12

DEPARTURE DATE: 05/07/12 RETURN DATE: 05/09/12

LOCATION OF EVENT: CITY: Kingsville STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

X To obtain statutorily required continuing professional education.

X To obtain continuing education related to an employee's work or maintenance of a license or certification.

X To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

X To participate in professional organizations related to the employee or official's job assignment.

X To conduct essential research & information-gathering for improvement of County operations or compliance with law.

X To monitor the development of state or federal legislation or implementation of legislation that might affect the County

X To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

X To pursue the County's interests in litigation or criminal justice.

X To promote the economic development interests of the County.

X To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ -	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 201.14	
11. MEALS	$ 96.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 297.14	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 297.14	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	X
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

X Trip expenses are necessary and will be incurred for official county business.

X Reasonable efforts to minimize the use of county funds have been explored.

X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

X If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	4/04/12	Yolanda Drago	318-2656

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Juan Martinez | EMPLOYEE I.D. NO.: 138126 | EMPLOYEE TITLE: Fire Marshal

DEPARTMENT: Fire Marshal | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 5/7/12 | RETURN DATE: 5/9/12

TIME OF DEPARTURE: 1:00 p.m. | TIME OF RETURN: 8:00 p.m.

TO CITY: | STATE:

SEMINAR/CONFERENCE/MEETING: START DATE: 5/8/2012 | END DATE: 5/9/2012 | ACTUAL NO. OF DAYS 2

TITLE OF WORKSHOP/CONFERENCE: Texas Division of Emergency Management Council

METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): County Vehicle | IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? None

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?

PURPOSE/BENEFIT TO HIDALGO COUNTY:

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 7-May	MONTH / DAY 8-May	MONTH / DAY 9-May	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00		$9.00	$9.00					$18.00	
Lunch	$12.00		$12.00	$12.00					$24.00	
Dinner	$18.00	$18.00	$18.00	$18.00					$54.00	
Total	$39.00	$18.00	$39.00	$39.00	$0.00	$0.00	$0.00	$0.00	$96.00	$ 96.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 | $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.500 (Current Rate) . . . . | $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . | $

_____ . . . . | $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE: Req: 00214040

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 96.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-422-10-300-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

	Juan Martinez	
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT: Fire Marshal

If, applicable, was travel approved by Co. Exec. Officer?

DEPARTURE DATE: 5/7/2012 RETURN DATE: 5/9/2012

TO CITY: Kingsville STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Juan Martinez

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 1

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Trainings of this nature will keep me abreast of new and changing policies and procoduros, thus enabling me to better porform my duties as Fire Marshal for Hidalgo County.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:

SPONSORED BY:

REGISTRATION CHECK PAYABLE TO:

REGISTRATION ADDRESS:

SEMINAR START DATE:

SEMINAR END DATE:

PURCHSE ORDER NO.

1. REGISTRATION COST PER EMPLOYEE: NO. OF EMPLOYEES ATTENDING AT THIS RATE:

2. REGISTRATION COST PER EMPLOYEE: NO. OF EMPLOYEES ATTENDING AT THIS RATE:

3. "FREE REGISTRATION COST: "FREE" NO. OF EMPLOYEES ATTENDING FOR "FREE":

GL ACCT NO.: TOTAL NO. OF EMPLOYEES ATTENDING: 0

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$ -
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$ -
TOTAL 2ND PAGE (B + C + D):	$ -
GRAND TOTAL (A + B + C + D)	$ -

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

	Yolanda Orozco	4/04/12
DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Juan Martinez		138126

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT: Fire Marshal

DEPARTURE DATE: 5/7/2012 RETURN DATE: 5/9/2012

TO CITY: Kingsville STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Juan Martinez

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 1

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL: Holiday Inn Express HOTEL PHONE NO: 361-592-8333

ADDRESS OF HOTEL: 2400 South Highway 77 CONFIRMATION NO.(s): 68857193

ROOM RATE: $ 89.00 PURCHASE ORDER NO.

NUMBER OF NIGHTS: 2 GENERAL LEDGER ACCT NO: 2-1100-422-10-300-001-0-583

ROOM RATE: TOTAL NO. OF ROOMS:

NUMBER OF NIGHTS: 1

ROOM RATE: HOTEL TAX RATE: 13.00%

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 201.14

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO

IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:
Note: Coordination of travel is required for every group of 4 or less

PHONE NUMBER OF CAR RENTAL COMPANY:

VEHICLE NO. 1 TYPE: VEHICLE NO. 2 TYPE:

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:

VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C. $ -

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBEI P.O. NO.

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ -

SUBTOTAL (B+C+D) $ 201.14

Requisition

Req # 00214041

PO #

Date: 04/04/12

Bill To: x
x

Vendor : 399302
KELLY PHARR INVESTORS
D/B/A HOLIDAY INN EXPRESS
2400 S. HWY 77
KINGSVILLE TX 78363
FAX (361)592-3665

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: **Yolanda Orozco**
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	NGT	To cover lodging for Juan Martinez, Fire Marshal to attend the Texas Division of Emergency Management Council, Kingsville, TX, May 7-9, 2012. (Room Rate: $89.00 plus 13% Tax = $100.57 per night.) May 7, 2012 Check In = $100.57 May 8, 2012 = $100.57 May 9, 2012 Check Out	100.57	201.14
1.00				.00
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-583	201.14	
			Freight	.00
			Total	201.14
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00214040
PO #
Date: 04/04/12

Bill To: x
x

Vendor : 338702
MARTINEZ, JUAN
C/O FIRE MARSHAL

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	BUNDLE	To cover meals for Juan Martinez, Fire Marshal to attend the Texas Division of Emergency Management Council, Kingsville, TX, May 7-9, 2012. May 7, 2012 - Depart 1:00 p.m. = $18.00 May 8, 2012 - All Day = $39.00 May 9, 2012 - Return 8:00 p.m. = $39.00	96.00	96.00
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-583	96.00	
			Freight	.00
			Total	96.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Event Details

Event Details

Event Name:	Region 3 - TDEM/DSHS Regional Disaster Response Workshop
Date:	05/08/2012 - 05/09/2012
Location:	Texas A&M University - Kingsville Kingsville, TX 78363

Event Description:

The Texas Division of Emergency Management, along with the Department of State Health Services and several of the valued Emergency Management Council partner agencies and organizations will visit each DPS Region to discuss state capabilities and initiatives that are pertinent to local communities, and to hear feedback and expectations for the coming year. The regional workshops will aid in the effort to streamline coordination of local and state response, providing a prime opportunity for the members of the emergency management community and our partners to come together to discuss the topics that matter most to each region.

Seating is limited.

Agenda

Download the workshop agenda.

Point of Contact:	Suzannah Jones Texas Division of Emergency Management 512-424-5825 Suzannah.Jones@dps.texas.gov

You've registered for this Event.

Depart: 5/7/12 @ 1:00 pm

Return: 5/9/12 @ 8:00 pm.

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TDEM/DSHS Disaster Response Workshop

Day 1

0800	**Welcome/Introduction**
0830	**Organization/Communication** *DPS Regional Map* *TDEM Structure* *MOC/Health Service Regions* *Battle Rhythm/Conference Call* *STAR (Resource Request* *IMT Roles and Responsibilities*

Part 1: Evacuation

0930	**TxETN**
1000	**Gen Pop** *STEAR* *Embarkation Hubs* *Transportation* *Contraflow* *FNSS* *Pets*
1100	**Medical** *Facility Evacuation* *M-IST* *Transportation* *Staging* *Embarkation Hubs*
1130	**120-Hour Timeline**
1200	**Lunch Provided**
1300	**Brief Backs**

Part 2: Sheltering

1400	**TxETN**
1415	**Gen Pop** *FNSS* *Statewide Shelter Plan*

Pets

1445	**Medical** *2012 Medical Sheltering Plan* *Medical Shelter Operations* *Medical Staff* *Medical Resources*
1545	**Break**
1600	**Breakout Sessions**
1700	**Brief Backs**
1800	**End of Day**

Day 2

Part 3: Re-entry & Repopulation

0800	**Re-entry** *Re-entry Phased Plan*
0830	**TxETN**
0845	**Gen Pop** *Re-entry Plan/Checklist* *FNSS* *Jurisdictional Shelter Plans*
0930	**Medical** *Re-entry Guidelines* *Transportation* *Vector Control* *Reimbursement*
1015	**Break**
1030	**Recovery** *Reimbursement*
1130	**Lunch Provided/Breakout Sessions**
1245	**Brief Backs**
1345	**DC Facilitated Regional Meetings**
1700	**End of Workshop**

AI-31912 **Comm. Court Executive Office 5. H.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation designating April 2012 as National County Government Month - "Healthy Counties, Healthy Families"

BACKGROUND

Attachments

PROCLAMATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/13/2012 11:18 AM
Erika Zamora	Erika Zamora	04/13/2012 11:35 AM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Angela Garcia Started On: 04/13/2012 10:56 AM

Final Approval Date: 04/13/2012

PROCLAMATION DESIGNATING April 2012 AS NATIONAL COUNTY GOVERNMENT MONTH - "HEALTHY COUNTIES, HEALTHY FAMILIES"

WHEREAS, the nation's 3,068 counties provide a variety of essential public services to communities serving more than 300 million Americans; and

WHEREAS, Hidalgo County and all counties take seriously their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

WHEREAS, county governments are essential to America's healthcare system and are unique in their responsibility to both finance and deliver health services through public hospitals and clinics, local health departments, long-term care facilities, mental health services and substance abuse treatment, and coverage programs for the uninsured; and

WHEREAS, National Association of Counties is encouraging counties through its 2011-12 "Healthy Counties" presidential initiative; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services and to promote healthy living and lifestyle choices to the public they serve; and

WHEREAS, April 21-28 is National Infant Immunization Week (NIIW), an annual observance to highlight the importance of protecting infants from vaccine-preventable diseases and celebrate the achievements of immunization programs and their partners in promoting healthy communities; and

WHEREAS, health is an important issue and of utmost priority to Hidalgo County, the Hidalgo County Health and Human Services Department will host the "HidalGO KIDS Carnival" on Saturday, April 28, 2012 at Palmer Pavilion in McAllen from 9:00 am - 2:00 pm. The event is FREE and open to the public, providing them an opportunity to get free vaccinations, health information, and motivation to live a healthier life.

NOW, THEREFORE, BE IT RESOLVED THAT Hidalgo County Commissioners' Court hereby proclaims April 2012 as National County Government Month, "Healthy Counties, Healthy Families," and encourages all residents to attend the HidalGO KIDS Carnival.

Dated this 17th day of April, 2012.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-31890 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Approval of Proclamation in Support of MADD's PowerTalk 21 initiatives and designating April 21 as PowerTalk 21 Day.

BACKGROUND

Attachments

PROCLAMATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/12/2012 02:43 PM
Roland Garcia	Merlen P. Munoz	04/13/2012 01:29 PM
Manuel Chapa	Manuel Chapa	04/13/2012 02:13 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Angela Garcia Started On: 04/12/2012 02:31 PM

Final Approval Date: 04/13/2012

PROCLAMATION DESIGNATING April 21, 2012 AS
"POWERTALK 21™ DAY" IN HIDALGO COUNTY

WHEREAS, Hidalgo County recognizes the importance of parents talking with their teens about alcohol; and

WHEREAS, high school students who use alcohol or other substances are five times more likely to drop out of school or believe good grades are not important; and

WHEREAS, teen alcohol use kills about 6,000 people each year, more than all other illegal drugs combined; and

WHEREAS, the majority of kids say their parents are their primary influence when it comes to decisions about drinking alcohol; and

WHEREAS, PowerTalk 21® day is established on April 21, 2012 to encourage parents and caregivers to embrace their important role in influencing America's youth and their decisions about drinking alcohol; and

WHEREAS, to equip parents to talk with their teens about alcohol, MADD Edinburg has partnered with PSJA ISD to distribute over 2,000 copies of materials to parents and students regarding the PowerTalk 21® initiatives ; and

WHEREAS, these materials, also distributed across the country, will offer parents a research-based parent handbook to help them talk with their teens about alcohol and encourage adults to consider creating a safer community by becoming involved in reducing underage drinking; and

WHEREAS, Hidalgo County urges all citizens to join in the local and national efforts to raise awareness of the importance of parents and teens talking together about alcohol in order to reduce the risks and dangers posed to teens and communities.

NOW, THEREFORE, BE IT RESOLVED THAT HIDALGO COUNTY COMMISSIONERS' COURT HEREBY PROCLAIMS APRIL 21, 2012 AS "POWERTALK 21™ DAY" IN HIDALGO COUNTY, ENCOURAGING ALL PARENTS TO TALK WITH THEIR TEENS ABOUT THE DANGERS OF DRINKING ALCOHOL.

Dated this 17th day of April, 2012.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-31920 **6. B.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and update on Video Teleconference with U.S. Senator John Cornyn, held in Harlingen on Friday, April 13, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Conference Agenda

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/13/2012 03:06 PM
Perla Lopez	Perla Lopez	04/13/2012 03:35 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Michael Leo Started On: 04/13/2012 02:47 PM

Final Approval Date: 04/13/2012

Hidalgo County Judge and Commissioners
VTC Levee Reimbursement Announcement

Friday, April 13, 2012 • 2:00 PM – 2:30 PM
Harlingen Office of United States Senator John Cornyn

AGENDA

2:00 PM – 2:03 PM	**Welcoming Remarks** by U.S. Senator John Cornyn
2:03 PM – 2:10 PM	**Remarks** by Judge Ramon Garcia, Hidalgo County and Hidalgo County Commissioners
2:15 PM – 2:25 PM	**VTC Meeting** Moderated by Hollis Rutledge, Consultant, Hollis Rutledge and Associates
	Topics of Discussion Levee Reimbursement Announcement
2:25 PM – 3:00 PM	**Wrap-up of Meeting** by U.S. Senator John Cornyn

AI-31829 **County Court at Laws 7. A.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Rachel Segura, COUNTY COURT #4

Department: COUNTY COURT #4

Information

CAPTION

County Court At Law #4 (1100):
1. Approval to reclassify the following full time position effective 05/07/2012, as per Sections 6.27-6.33 of the Hidalgo County Personnel Manual.

	Current		Proposed	
Slot No.	**Position Title**	**Budgeted Salary**	**Position Title**	**Budgeted Salary**
0002	Bailiff/ Court Administrator/ Court Interpreter	$80,480.00	Court Administrator/ Court Interpreter	$71,240.00

2. Approval of the following personnel actions:

Action	Slot No.	Position Title	Budgeted Salary
Delete	0005	Assistant Court Coordinator	$32,760.00
Create	0006	Bailiff	$42,000.00

3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-00-024-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

PARs
Fiscal Note
Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Rachel Segura Started On: 04/10/2012 04:26 PM

Final Approval Date: 04/13/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo Co. Court at Law #4 DATE: 4-11-12

CURRENT POSITION TITLE: Assistant Court Coordinator CURRENT SLOT. #: 0005

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 32,760.00 (Current Budgeted Salary) $ ϕ (Proposed Budgeted Salary) $ 32,760.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Department no longer requires Asst. Court Coordinator position. Department will create Bailiff position.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4-11-12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/13/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo Co. Court at Law #4 DATE: 4-11-12

CURRENT POSITION TITLE: Bailiff/Court Administrator/Court Interpreter CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: Court Administrator/Court Interpreter
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 80,480.00 (Current Budgeted Salary) $ 71,240.00 (Proposed Budgeted Salary) $ (-9,240.00) (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☑
Non-Exempt	☐	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Department will create a bailiff position and reassign duties.

*Effective date May 7, 2012.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4-11-12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/13/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo Co. Court at Law #4 DATE: 4-11-12

CURRENT POSITION TITLE: CURRENT SLOT. #: 0006

REQUESTED POSITION TITLE: Bailiff
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 Current Budgeted Salary $ 42,000.00 Proposed Budgeted Salary $ 42,000.00 Net Change

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Reassignment of duties.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4-11-12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/13/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, April 17, 2012** **Agenda Item:** 31829

Summary of request/proposal:
COUNTY COURT AT LAW NO. 4 (1100):
Approval of the following personnel actions:

Fund	Current Position	Proposed Position	Slot#	Obj	Current Salary	Proposed Salary	Total Adjustment
1100	BAILIFF/ COURT ADMINSTRATOR/ COURT INTERPRETER	COURT ADMINSTRATOR/ COURT INTERPRETER	0002	113	$80,480.00	$71,240.00	($9,240.00)
1100	ASSISTANT COURT COORDINATOR	-	0005	113	$32,760.00	$0.00	($32,760.00)
1100	-	BAILIFF	0006	113	$0.00	$42,000.00	$42,000.00
					$113,240.00	$113,240.00	$0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-412-00-024-001-0-	113	COUNTY COURT AT LAW 4 -	REG F/T EMPLOYEES	$0.00
2-1100-412-00-024-001-0-	211	COUNTY COURT AT LAW 4 -	HEALTH INSURANCE	$0.00
2-1100-412-00-024-001-0-	212	COUNTY COURT AT LAW 4 -	LIFE INSURANCE	$0.00
2-1100-412-00-024-001-0-	220	COUNTY COURT AT LAW 4 -	FICA	$0.00
2-1100-412-00-024-001-0-	230	COUNTY COURT AT LAW 4 -	RETIREMENT	$0.00
2-1100-412-00-024-001-0-	250	COUNTY COURT AT LAW 4 -	UNEMPLOYMENT COMP	$0.00
2-1100-412-00-024-001-0-	260	COUNTY COURT AT LAW 4 -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$0.00

2013 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-024-001-0

AI - 31829

CCL #4

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	JUDGE COURT-AT-LAW	$142,915.00	$0.00	$142,915.00	0	$0.00	$0.00	$142,915.00	$142,915.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$150,915.00
		RECLASSIFY THE FOLLOWING:														
		COURT ADMIN/ COURT INTERPRETER		**($9,240.00)**	**$71,240.00**				**$71,240.00**							
0002	**113**	**~~BALIFF/COURT ADMIN/INTERPRETER~~**	**$80,480.00**	**$0.00**	**$80,480.00**	**0**	**$0.00**	**$0.00**	**$80,480.00**	**$80,480.00**	**$960.00**	**$3,300.00**	**$0.00**	**$0.00**	**$0.00**	**$84,740.00**
0003	113	COURT REPORTER	$72,709.00	$0.00	$72,709.00	0	$0.00	$0.00	$72,709.00	$72,709.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72,709.00
0004	113	COURT COORDINATOR	$51,324.00	$0.00	$51,324.00	0	$0.00	$0.00	$51,324.00	$51,324.00	$660.00	$0.00	$0.00	$0.00	$0.00	$51,984.00
		DELETE THE FOLLOWING:														
~~0005~~	**~~113~~**	**~~ASST CRT COOR~~**	**~~$32,760.00~~**	**~~$0.00~~**	**~~$32,760.00~~**	**~~0~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$32,760.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**
		CREATE THE FOLLOWING:														
0006	**113**	**BAILIFF**	**$0.00**	**$42,000.00**	**$42,000.00**	**0**	**$0.00**	**$0.00**	**$42,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$347,428.00	$32,760.00	$380,188.00		$0.00	$0.00	$380,188.00	$347,428.00	$1,620.00	$3,300.00	$0.00	$8,000.00	$0.00	$360,348.00

1. Approval to reclassify the above highlighted full time position effective next full pay period, 04/23/2012. Reviewed and recommended by the Classification Committee as per Sections 6.27-6.33 of the Hidalgo County Personnel Manual.

2. Approval to delete one (1) vacant full-time Assistant Court Coordinator position, slot no. 0005, budgeted salary $32,760.00.

3. Approval to create one (1) vacant full-time Bailiff position, slot no. 0006, budgeted salary $42,000.00.

All personnel actions pending CC approval.

AI-31766 **Sheriff's Office 8. A.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - (1284):
1. Approval for acceptance of cooperative agreement between Hidalgo County Sheriff's Office and the U.S. Department of Justice, Drug Enforcement Administration (DEA).
2. Approval of Certification of Revenues by the County Auditor for the DEA cooperative agreement for overtime.
3. Approval of appropriation of funding for overtime in the amount of $17,202.25.

BACKGROUND

Funding of overtime hours for the officer from the Hidalgo County Sheriff's Office assigned to the McAllen High Intensity Drug Trafficking Area (HIDTA) Task Force Initiative.

Funding is from date of signature of both parties to September 30, 2012.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-060-2-131

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

BUDGETARY IMPACT:

Grant period: from date of signatures through September 30, 2012

Appropriation of funds in the total amount of $17,202.25 for the DEA grant. Funding terminates on 9/30/12

Revenue acccount # 2-1284-331-12-280-060-2-000 DEA Revenues

Fringe benefits attributed to the overtime hours are to be charged to the Sheriff's Office budget (Account Number 2-1100-421-00-280-001-0-XXX)

Attachments

DEA.Agreement
DEA.Budget
CERT OF REV

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/04/2012 04:13 PM

Budget & Management	Merlen P. Munoz	04/05/2012 03:49 PM
Purchasing Department	Manuel Chapa	04/05/2012 04:29 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 04/04/2012 10:45 AM

Final Approval Date: 04/05/2012

COOPERATIVE AGREEMENT
BETWEEN
HIDALGO COUNTY SHERIFF'S OFFICE
AND
DRUG ENFORCEMENT ADMINISTRATION

This agreement is made this 13th day of February, 2012, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County Sheriff's Office (hereinafter "HCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of that area, the parties hereto agree to the following:

1. The McAllen High Intensity Drug Trafficking Area (HIDTA) Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the McAllen, Texas area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the McAllen HIDTA Task Force, the HCSO agrees to detail one (1) experienced officer(s) to the McAllen HIDTA Task Force for a period of not less than two years. During this period of assignment, the officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The officer(s) assigned to the Task Force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the McAllen HIDTA Task Force, DEA will assign six (6) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the McAllen HIDTA Task Force, the HCSO will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the HCSO for overtime payments made by it to HCSO officer(s) assigned to the McAllen HIDTA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step I (RUS) federal employee, currently $17,202.25, per officer.

7. In no event will the HCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HCSO shall maintain all such reports and records until all litigation, claims, audits, and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The HCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The HCSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HCSO acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HCSO shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The term of this agreement shall be effective from the date specified in the opening paragraph until September 30, 2012. This agreement may be terminated by either party on thirty (30) days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by HCSO during the term of this agreement.

For the Drug Enforcement Administration:

Javier F. Peña, Special Agent-In-Charge

Date: 3/7/12

For the Hidalgo County Sheriff's Office:

Guadalupe "Lupe" Trevino, Hidalgo County Sheriff

Date: 2-17-12

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this 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 governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78540

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Guadalupe "Lupe" Trevino, Hidalgo County Sheriff
4. Typed Name and Title of Authorized Representative

Lupe Trevino 2-14-12
5. Signature 6. Date

*U.S. Government Printing Office: 1998 - 405-037/40014

U.S. DEPARTMENT OF JUSTICE - DRUG ENFORCEMENT ADMINISTRATION

DEPUTIZATION REQUEST/AUTHORIZATION

Must be typewriter completed. See reverse for Privacy Act

PART I - PARENT AGENCY CERTIFICATION

FROM: (Enter Name of State/Local Agency) Hidalgo County Sheriff's Office

TO: *Special Agent in Charge* Houston Division

Name of Employee: GAMINO, Graciano, Jr. Task Force: HIDTA/Group D84

Home Address: 5508 Bogart Dr., Edinburg, TX 78539 Sex: Male

Date of Birth: 01/06/1979 Place of Birth: Dekalb, IL SSN: 449-91-0306

By my signature below, I certify that I have reviewed the character and internal personnel file for this individual and confirm that he/she is suitable for assignment with the DEA/Task Force and I am not aware of any potential impeachment information regarding this individual. I certify that he/she has not been previously convicted of a misdemeanor crime of domestic violence, within the meaning of Title 18, USC, Section 922(g)(9). I further certify that on the date below I verified that a security check (background investigation) to include an FBI fingerprint check was completed and no derogatory information was uncovered:

Last Firearms Qualification 01/2012 (date)

Guadalupe "Lupe" Trevino, Sheriff
Typed Name and Title of State/Local Official (LT. or above)

Signature and date of State Local Official 2-14-12

PART II - SAC CERTIFICATION

FROM: *Special Agent in Charge* Houston Division

TO: *Chief, Investigative Support Section*

NADDIS and NLETS and/or NCIC checks concerning this subject have been completed and certification (DEA-481I) is attached. When additional processing by your office has been conducted, appropriate action will be taken by this Division.

It is understood that the subject's access is restricted to his/her need-to-know, as operational circumstances dictate.

Javier F. Peña, SAC
Typed Name and Title of Special Agent in Charge

Special Agent in Charge (Signature and date)

PART III - DEPUTIZATION STATEMENT

FROM: *Administrator, Drug Enforcement Administration*

TO: *Special Agent in Charge*

Pursuant to the authority granted to the Attorney General by Public Law 99-570, Section 1869, and delegated to me by Title 28, Code of Federal Regulations, Subpart R, Section 0.100 et. Seq., you are hereby authorized to exercise the powers of enforcement personnel set forth in Section 878, Title 21, United States Code, which are to:

(1) carry firearms;
(2) execute and serve search warrants, arrest warrants, administrative inspection warrants, subpoenas, and summonses issued under the authority of the United States;
(3) make arrests without a warrant (A) for any offense against the United States committed in your presence, or (B) for any felony, cognizable under the laws of the United States, if you have probable cause to believe that the person to be arrested has committed or is committing a felony;
(4) make seizures of property pursuant to the provisions of this Subchapter (21 U.S.C. 801-904); and
(5) perform such other law enforcement duties as the Attorney General may designate.

Deputizaton authority is authorized from the date affixed to my signature for the period checked below unless sooner terminated in writing.

X While you are a DEA Task Force Officer

For investigation(s)_____ with an automatic expiration date upon conclusion of investigation NTE 1 year.

Other_____

OMS USE ONLY
S-12-0319

Administrator, Drug Enforcement Administration
(Approval Authority Delegated to Chief, OMS)

Date 3/30/2012

PART IV - OATH OF OFFICE

I, GRACIANO GAMINO JR do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will faithfully discharge the duties of the office on which I am about to enter. So help me God.

I understand that, upon deputization, I will be subject to the provisions contained in 5 U.S.C. 3374(C), including the provisions relating to the unauthorized use of official Government vehicles. I further certify that I have read, understand, and agree to abide by the standards of conduct described in Section 2735 of the DEA Personnel Manual and Subchapter 632 of the DEA Agents Manual pertaining to the dissemination of information.

Task Force Officer *(Signature and Date)* 4/3/12

Special Agent in Charge 4-2-12

Division

FORM DEA-481 (10-08) *Previous editions are obsolete*

1 - Security Programs

DATE: **April 4, 2012**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **DEA Overtime**

ACCOUNT NUMBER: **2-1284-421-00-280-060-2-131**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
2-1284-421-00-280-060-2-131	Overtime Pay	17,202.25

	TOTAL APPROPRIATIONS	**17,202.25**
2-1284-331-12-280-060-2-000	U.S. Departmen of Justice-Drug Enforcement Administration	17,202.25
	TOTAL REVENUES	**17,202.25**

REASON: **To appropriate budget for the overtime hours for officer assigned to the McAllen HIDTA Task Force.**

Funding period terminates September 30, 2012.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #2-1100-421-00-280-001-0-XXX).

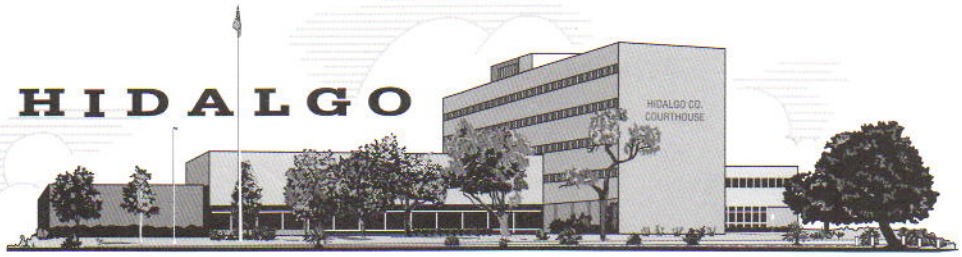
Emilia Uriza
DEPARTMENT HEAD SIGNATURE

04/04/12
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

April 13, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S Department of Justice, Drug Enforcement Administration (DEA). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$17,202.25	McAllen HIDTA Task Force

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/13/12
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-31842 **Sheriff's Office 8. B.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and Approval for County Judge, as authorized official, to sign Closeout Grant Adjustment Notice for the 2008 Operation Stonegarden Grant.

BACKGROUND

County Judge is to also sign exhibits b & c.

Federal Grant Award No. 2008-SG-T8-0009 Grant Period: 09/01/08 to 07/31/11

On 10/11/11, this action (closing of 2008 Operation Stonegarden Grant) was presented to commissioners' court (AI#28960). Our office is having to present this same request due to wrong amount on the form previously forwarded to our office.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-421-00-280-047-1-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Closing out of grant procedure.

Attachments

2008 OSG.CLOSEOUT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/11/2012 11:38 AM
Budget & Management	Merlen P. Munoz	04/11/2012 01:37 PM
Manuel Chapa	Manuel Chapa	04/12/2012 08:45 AM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Emilia Uriegas Started On: 04/11/2012 10:29 AM

Final Approval Date: 04/13/2012

Texas Homeland Security

2008

Closeout Grant Adjustment Notice

For

Hidalgo County

Date of Award
03/28/2012

1. Sub-Recipient Name and Address

Ramon Garcia
Hidalgo County Judge
1615 Closner, Suite J
Edinburg, TX 78539

2. Prepared By: Paynter

3. SAA Award Number: 08-48215-01

4. Federal Grant Information

Federal Grant Title: Operation Stonegarden Grant (OSG)

Federal Grant Award Number: 2008-SG-T8-0009

Date Award Granted to THS: September 3, 2008

Federal Grant Agency: Federal Emergency Management Agency
Dept. of Homeland Security Preparedness Directorate

5. Award Amount and Grant Breakdown

Total Award Amount
$ 2,479,063.92

NOTE: Additional Budget Sheets (Attachment A): ☐ YES ☒ NO

OSG CFDA 97.067
$ 2,479,063.92

This award supersedes all previous awards. Performance Period: Sep 1, 2008 To Jul 31, 2011

6. Statutory Authority for Grant: This project is supported under Public Law 110-329, the Department of Homeland Security Appropriation Act of 2009.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving TxDPS Official:

Machelle Pharr, Deputy Assistant Director
Texas Homeland Security State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions

Type name and title of Authorized Sub-Recipient official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-recipient Official:

11. Enter Employer Identification Number (EIN)/Federal Texas Identification Number:
EIN#74-6000717 DUNS#10-311-0834

12. Date Signed:

13. DATE DUE: 04/02/2012

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

TERMS AND CONDITIONS

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Governor's Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "GDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, GDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

Sub-recipient Purpose and Overview

A. Purpose and Overview. Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism. The Sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies. The funds must be used to conform with the State Homeland Security Strategic Plan, follow the projects outlined in the approved investment justifications used to make the FY 2008 grant application and as described in the federal program guidelines found at www.fema.gov/pdf/government/grant/hsgp/fy08_hsgp_guide.pdf. Further, as outlined in the 2008 grant guidance, 2008 HSGP will focus on three objectives as the highest priorities. These three objectives are: 1. Measuring progress toward achieving the National Preparedness Guidelines; 2. Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities; and 3. Strengthening preparedness planning. At least 25 percent of the total FY 2008 HSGP funding must be dedicated toward enhancing capabilities related to objectives 2 and 3 as identified above. The 25 percent requirement applies to the total award amount for each State across all four programs, not individual awards for SHSP, UASI, MMRS, and CCP.

B. Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and
3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

C. Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to GDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional Homeland Security Grant Program funds or any other federal program funds administered by GDEM until repayment to GDEM is made and any other compliance or audit finding is satisfactorily resolved.

GDEM Obligations

A. Measure of Liability. GDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. GDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by GDEM under the HSGP program. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by GDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to GDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by GDEM or that GDEM determines has resulted in overpayment to the Sub-recipient that GDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to GDEM within thirty (30) days after GDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, GDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. GDEM's Right to Terminate. GDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever GDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. GDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to GDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

GDEM reserves the right to perform periodic on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, GDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to Sections on the Suspension and/or Termination above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. GDEM's Right to Audit. Notwithstanding Subsection A of this Section, GDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit GDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to GDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to GDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GDEM may require of the Sub-recipient.

E. State Auditor's Office. The Sub-recipient understands that acceptance of Sub-recipient agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility. All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by January 31, 2009. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to GDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. GDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until GDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from GDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

Urban Areas Security Initiative (UASI) Grants

A. If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.

B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

UASI Non-Profit Security Grant Program (NSGP)

A. The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding.

B. Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement. Sub-recipient contributions must be from non-Federal sources. For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.

C. Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.

D. Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file. Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2.

E. FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI HSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2.

F. The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U. S. Department of Homeland Security."

Interoperable Communication Project Compliance

1. Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council. (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate; conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems.) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP. Projects that are deemed to satisfactorily meet the State's Plan will be submitted to the State for formal review.

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2008 must be achieved by completing actions outlined in the NIMS Implementation Matrix.

A. Adoption. The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution. A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management.

B. Implementation. The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements:

1. Identifying specific NIMS training requirements for local emergency responder and emergency management positions; then obtaining or providing required training, and documenting it. For further information on NIMS training, see: http://www.fema.gov/emergency/nims/nims_training.shtm
2. Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures.
3. Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises.
4. Participating in local, regional, or intrastate mutual aid programs.
5. Maintaining an inventory of emergency response assets (Texas Regional Resource Network), and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response. For resource typing information, see: http://www.fema.gov/emergency/nims/rm/rt.shtm. This is accomplished by registering with the Texas Regional Resource Network (TRRN) and updating the information regularly. Additionally, a certification form must be on file with GDEM for every county and local jurisdiction.
6. Complete the NIMS baseline assessment and develop a local NIMS implementation plan.
7. Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
8. All Primary jurisdictions must possess an independent NIMSCAST account.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see http://www.fema.gov/pdf/emergency/nims/imp_mtrx_states.pdf

FY 08 NIMS implementation requirements must be completed by January 31, 2009.

Other Requirements (These requirements DO NOT apply to NSGP Sub-recipients)

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable 12 approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2008 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the FY 08 COG Statement of Work.

G. Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i.e., planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts. Sub-recipients may hire staff only for program management functions, not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing The Grant

A. The Sub-recipient must have all equipment ordered by January 15, 2011. The last day for submission of invoices is March 15, 2011.

B. GDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. GDEM/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by May 31, 2011.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.

B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
Homeland Security Office of the Governor
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals, Audit Requirements and Program Income

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with:

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments
2. 2C.F.R. Part 220, Cost Principals for Education Institutions
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations
4. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention And Accessibility Of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C.F.R. § 13.42 and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, GDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. GDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining GDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. GDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

D. Escrow Retainage for Construction Contracts. GDEM shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient. Before the retainage fees for construction contracts are released, GDEM shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice Of Litigation and Claims

The Sub-recipient shall give GDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and

2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP.

Except as otherwise directed by GDEM, the Sub-recipient shall furnish immediately to GDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold GDEM harmless and to indemnify GDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to GDEM by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP. Amendments may further be amended by GDEM, during the period of this Sub-recipient agreement's performance as GDEM issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by GDEM in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of GDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with the Act and regulations specified in Section 2; OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1) http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr16.101.htm ; The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508. http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1733+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283142%29%29%3ACITE%20%20%20%20%20%20%20%20%20 ; The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1775+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283702%29%29%3ACITE%20%20%20%20%20%20%20%20%20; The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+505+0++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601) http://www.access.gpo.gov/uscode/title42/chapter61_.html ; (44 C.F.R. 25.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr25.1.htm

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/2002/pdf/02-31831.pdf

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. http://www.fema.gov/emergency/nims/nims_training.shtm

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education,

Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.26.htm.

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141 Sub-recipients must also comply with 44,C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html; with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215, 2C.F.R. Part 225, Part 220 and Part 230. Parts 220 and 230 are not available on-line at this time. A link will be provided as soon as it becomes available.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116, http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34 http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.34.htm

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, **Ramon Garcia** as Mayor/County Judge of **Hidalgo County**, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

C. As specified by GDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.
2. Have not within a three-year period preceding this 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certified that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

_____ _____

Chief Elected Official, Mayor/County Judge Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned, Ramon Garcia, as Mayor/County Judge of the Hidalgo County, Texas certifies the following to the best of his knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Chief Elected Official, Mayor/County Judge

Date

AI-31830 **Sheriff's Office 8. C.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval and Acceptance of extension of the 2009 Operation Stonegarden Grant. New termination date is 04/30/12. (Prior termination date was 04/01/12.)
2. Authorization for County Judge, as authorized official, to sign required documents (grant adjustment notice, and exhibits b & c).

BACKGROUND

Grant No. 2009-SJ-T9-0011

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-047-2-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Grant period extension.

Attachments

2009 OSG.EXTENSION

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/11/2012 09:41 AM
Budget & Management	Merlen P. Munoz	04/11/2012 09:44 AM
Manuel Chapa	Manuel Chapa	04/12/2012 08:27 AM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Emilia Uriegas Started On: 04/10/2012 04:47 PM

Final Approval Date: 04/13/2012

Texas Department of Public Safety

2009 Grant Adjustment Notice
for

Hidalgo County

This GAN changes the performance dates of the grants in Section 5.

Date of Award
April 6, 2012

1. Sub-Recipient Name and Address	2. Prepared by: Paynter, William GT	3. SAA Award Number: 09-GA 48215-11

Judge Ramon Garcia
Hidalgo County
1615 S. Closner STE J
Edinburg, TX 78539

4. Federal Grant Information

Federal Grant Title:	**Operation Stonegarden**
Federal Grant Award Number:	2009-SJ-T9-0011
Date Federal Grant Awarded to TxDPS:	August 1, 2009
Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

Total Award Amount
$1,388,322.00

Note: Additional Budget Sheets (Attachment A): ☐ Yes ☒ No

OPSG 97.067
$1,388,322.00

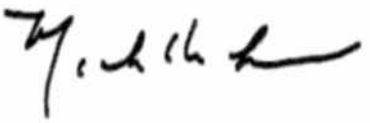
This award supersedes all previous awards. **Performance Period:** Aug 1, 2009 to Apr 30, 2012

6. Statutory Authority for Grant: This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act. 2009 Public Law No. 110-329.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
RAMON GARCIA HIDALGO COUNTY JUDGE	

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
74-6000717	

13. DUE DATE: May 21, 2012

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2009 TERMS AND CONDITIONS
Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. **Overview.**

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. **Special Conditions**

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf. The recipient agrees to fund any multi-state or multi-urban area Investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website http://www.citizencorps.gov and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - http://www.fema.gov/government/grant/hsgp/index.shtm. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

D. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

TDEM Obligations

A. Measure of Liability. TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. TDEM's Right to Terminate. TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

TDEM reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Sections above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. Source Documentation Requirement: Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- Copy of cancelled check
- Screen print of General Ledger account showing funds have been encumbered
- Credit Card Statement showing purchase of the items
- Payroll journal for individuals showing rate of pay and hours worked
- Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see *http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtm*

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at *http://www.fema.gov/emergency/nims/* .

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) http://www.ojp.usdoj.gov/financialguide/

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2C.F.R. Part 220, Cost Principals for Education Institutions (OMB Circular A-21)
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention and Accessibility of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. TDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at *http://www.ojp.usdoj.gov/odp/docs/bulletins.htm* and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Statute.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29 ;
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT ;
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. *http://www.statutes.legis.state.tx.us/?link=GV*

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A ;
The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A;
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0++%28%29%20%20AN

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm ;
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1++%28%29%20%20A

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) *http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf*

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. *http://www.fema.gov/emergency/nims*

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT ;
http://www.dhs.gov/xopnbiz/grants/gc_1162481125903.shtm

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, http://www.statutes.legis.state.tx.us/?link=GV ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141

Sub-recipients must also comply with 44, C.F.R., Part 13,
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html;
with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215 , 2C.F.R. Part 225, Part 220 and Part 230.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116,
http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, Ramon Garcia (print) as the authorized official of Hidalgo County, Texas hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000a et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et. seq.); The Age Discrimination Act of 1975, as amended, (20 U.S.C. § 6101 et. seq.).

C. As specified by TDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.

2. Have not within a three-year period preceding this 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certifies that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

FY 2009 HSGP

Signature _____ Date _____

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned, Ramon Garcia (print), as the authorized official of Hidalgo County, Texas certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

Date

AI-31794 **Sheriff's Office 8. D.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval of the resolution, receipt of agreement, affidavit, and declaration of surplus pursuant to the statute regarding the retirement of Hidalgo County Sheriff's Office K-9 "Cody" due to medically required reasons. With approval for K-9 handler Senior Deputy Jaime Garcia to keep and house (Transfer of Ownership) K-9 "Cody" after removal from Hidalgo County Sheriff's Office service.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No county funds are required.

Attachments

surplus.K-9

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Emilia Uriegas Started On: 04/05/2012 10:10 AM

Final Approval Date: 04/10/2012

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds that Hidalgo County Sheriff's Office K9 "Cody", a male German Shepherd, ID# 17899, is found to be unacceptable for any type of training due to its medical deficiency and continuous medical expenses. The court finds it in the best interest of the citizens of Hidalgo County that K9 "Cody" be relieved of its police duties with the Hidalgo County Sheriff's Office and that he be donated to a reliable person, therein named Hidalgo County Sheriff's Deputy Jaime Garcia, to care and maintain it for the remainder of K9 "Cody's" life span.

WHEREAS, Hidalgo County Commissioners' Court agrees to relinquish all rights, title and interest in said K9 "Cody", and all responsibility for its condition and actions, and that therein named Jaime Garcia accepts and assume full ownership of said dog and complete responsibility for its condition and actions. Jaime Garcia will also hold harmless the County of Hidalgo and The Hidalgo County Sheriff's Office and its agents and employees against any and all claims which Jaime Garcia's heirs or executors now or at any time in the future have arising from any cause or in any manner connected with the condition or conduct of said dog. The court recognizes that Jaime Garcia did not exchange money or anything else of value except his agreement made herein for the said dog.

WHEREAS, Hidalgo County Commissioners' Court understands that the County of Hidalgo assumes no liability for damages to the property of Jaime Garcia, or for personal injuries, disabilities or death of Jaime Garcia or to any other person arising from or incident to the donation of this animal or its use or disposition. Jaime Garcia shall hold the County of Hidalgo and the Hidalgo County Sheriff's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of request to relinquish all rights, title and interest in said K9 "Cody", ID# 17899, and all responsibility for its condition and actions, and that therein named Jaime Garcia accepts and assumes full ownership of said dog

Passed and Approved by Commissioners' Court on _____ of _____, 2012

Signed by:

_____
Ramon Garcia
Hidalgo County Judge

_____
Joel Quintanilla
Commissioner, Pct.#1

_____
Joe M. Flores
Commissioner, Pct #3

_____
Hector "Tito" Palacios
Commissioner, Pct#2

_____
Joseph Palacios
Commissioner, Pct #4

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

RECEIPT AGREEMENT
UNSUCCESSFUL OR UNACCEPTABLE HIDALGO COUNTY SHERIFF'S OFFICE K9 DOG

In consideration of the Hidalgo County Sheriff's Office, retirement of "K9-Cody", ID#17899, and subsequent transfer of ownership to Jaime Garcia, named Donee, receipt is acknowledged, and which I know to be a dog which was found to be unsuitable for future police work and retired due to a medical deficiency of chronic gastrointestinal illness, I hereby agree and warrant as follows:

1. Upon signing of this form by me and by The Hidalgo County Sheriff's Office's authorized representative, the County of Hidalgo relinquishes all right, title and interest in said dog, and all responsibility for its condition and actions, and accepts and assumes full ownership of said dog and complete responsibility for its condition and actions.

2. Therefore, I will indemnify and hold harmless the County of Hidalgo and the Hidalgo County Sheriff's Office and its agents and employees against and form any and all claims which I, my heirs, executors, or assigns may now or at any time in the future have arising from any cause or in any manner connected with the condition or conduct of said dog.

3. I further state that I have not exchanged money or anything else of value except my agreement made herein for the said dog.

4. Further, I accept this dog fully aware that the County of Hidalgo and the Hidalgo County Sheriff's Office makes no warrant or guarantee of its condition of health or temperament, or its future behavior. I am also aware that this dog has had aggression training.

5. Considering the above, I understand that the County of Hidalgo assumes no liability for damages to the property of the donee, Jaime Garcia, or for personal injuries, disabilities or death of the donee or the donee's employees or to any other person arising from or incident to the donation of this animal or its use or disposition. The donee shall hold the County of Hidalgo and the Hidalgo County Sheriff's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.

Witness & Authorized

Hidalgo County Sheriff _____ Donee _____

Hidalgo County Sheriff
Guadalupe "Lupe" Trevino

Donee, Jaime Garcia
Hidalgo County Sheriff's Deputy
Donee Address 1004 Garner.
City, State Zip: Edinburg, Texas 78539

Date: _____

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

AFFIDAVIT

{THE STATE OF TEXAS}
{COUNTY OF HIDALGO}

BEFORE ME, THE UNDERSIGNED AUTHORITY, ANOTARY PUBLIC IN, AND FOR HIDALGO COUNTY, TEXAS, ON THIS DATE, PERSONALLY APPEARED **Jaime Garcia**, AFTER BY ME DULY SWORN, UPON OATH DEPOSES, AND SAYS:

My name is **Jaime Garcia** and I live at **1004 West Garner Edinburg Hidalgo County, Texas**. I was born on **3/16/74**, and I am **38** years old. My telephone number is **720-5154**. I am employed by the Hidalgo County Sheriff's Office and the business is located at **711 East El Cibolo Road in Edinburg, Texas.**

I wish to say that my name is Jaime Garcia. I wish to say that I am currently employed with the Hidalgo County Sheriff's Office and my current rank is of a Senior Deputy. I have been employed with the Hidalgo County Sheriff's Office for over 7 years and I am currently assigned to the Sheriff's Office K9 Unit as a K9 handler. The K9 assigned to me is "Cody" a male German shepherd, ID# 17899. Recently K9 "Cody", became ill and was taken to an emergency Veterinarian for emergency treatment. The Veterinarian concluded that the K9 had a gastrointestinal disorder which would require constant expensive medical treatment. I was later informed that the Sheriff's Office would be retiring the K9 because of its medical disorder and continuous expenses for said treatment. Being that K9 "Cody" has been my partner for over two years I would be interested in taking full responsibility for K9 "Cody" upon him being retired. I am willing to release any and all liabilities from the Sheriff's Office. I will provide food, shelter and all medical needs for the retired canine. I have been made aware of the retired canine's medical problems. I already have a kennel set up for the canine. I will also cooperate with the Hidalgo County Sheriff's Office at any time to go by my residence and check on the condition of the retired canine. I would appreciate it if I am considered in providing the remaining life of retirement for K9 "Cody", to be cared for and appreciated by my loving family. I sincerely thank you.

THE ABOVE STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND RECOLLECTION AND I GIVE IT OF MY OWN FREE WILL.

AFFIANT Jaime Garcia

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 3rd DAY OF April 2012

GABRIEL CASTANEDA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05/05/15

NOTARY PUBLIC FOR
HIDALGO COUNTY TEXAS

ASSET TRANSFER FORM
INITIAL PAGE

	DEPARTMENT NAME	DEPT. NO.	LOCATION
			Page 1 of 1
TRANSFER TO:	Hidalgo County Surplus	1601	
TRANSFER FROM:	Hidalgo County Sheriffs Department	280	711 El Cibolo Rd, Edinburg

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna **PHONE NO.** 393-6022 **FAX NO.** 393-6021

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY FUND NO.	COST	P/U	LOC
1	K9 "Cody" Male German Sheppard	51675	ID# 17899	-				
2								
3								
4								
5								
6								
7								
8								
9								
10								

JUSTIFICATION FOR TRANSFER: Retirement of K9

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*	Martha L Salazar	4-5-12
Contact Person transferring item(s) out	*Richard Ozuna*	Lt. Richard Ozuna	4/5/12
Person receiving Item(s)			
Reviewed & Processed by FA Division			

FIXED ASSET DIVISION USE ONLY

FROM TO

DEPT. NO. _____ DEPT. NO. _____

AMOUNT _____ AMOUNT _____

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES.

Initial _____ Date _____

PLEASE SUBMIT ORIGINAL ONLY TO PURCHASING DEPARTMENT ATTN: FIXED ASSETS
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

EFFECTIVE DATE: 02/02/09

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

Four Paws Animal Hospital
JUSTIN S. CERELLI, D.V.M.
421 CONQUEST BLVD.
EDINBURG, TEXAS 78539
TELEPHONE: (956) 383-2202

To whom it may concern.

Canine Cody has been treated at our hospital several times for bloody diarrhea, vomiting and not eating. He has been treated with medications and has had a barium study. Cody does better for a short period of time with medications and then relapses. Cody needs to see an internal medicine specialist and may need an endoscopy to get biopsies of the stomach and intestines. I am concerned about infiltrative disease or cancer of the intestines/colon.

Sincerely

Justin Cerelli D.V.M.

AI-31773 **Sheriff's Office 8. E.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval for reimbursement for Sheriff Guadalupe Trevino in the amount of $99.27. Reimbursement is being requested due to Sheriff Trevino having to pay for fuel expense after Comdata card did not work.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-626

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

BUDGETARY IMPACT:

Funding available as of 4-4-12.

Attachments

Reimbursement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/04/2012 12:51 PM
Budget & Management	Merlen P. Munoz	04/04/2012 01:21 PM
Manuel Chapa	Manuel Chapa	04/04/2012 04:30 PM
Purchasing Department	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Myra Montoya Started On: 04/04/2012 12:43 PM

Final Approval Date: 04/10/2012

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
79448	April 2, 2012	$99.27	TA TRAVELCENTER #235

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

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

SIGNATURE: _____

TITLE: SHERIFF

PERSON MAKING REQUEST

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

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

_____
Notary Public In and For the State of Texas

_____
Approval of Department Head

_____
Approval of County Auditor

THANK YOU
FOR SHOPPING
TA TRAVELCENTER #235
EDINBURG
TX 78541

034 Javier Store: 0235
Register # 21. Receipt#:79448

CUSTOMER COPY

Mon Apr 02 2012 12:45:25

Pump # 3 FUEL
26.833 Gallons @ $3.699 PPU
UNLEAD $99.27
00000000 CO7

Sale Total	$99.27
Tax Total	$0.00
Total	$99.27
AMERICAN EXPRESS	$99.27

TOTAL AMOUNT = $99.27
AMERICAN EXPRESS
ACCOUNT# XXXXXXXXXXX1009

AUTHORIZATION # 582132
REF # 582132

Host Data
Merch: J243925490001
Seq Num: 113886

DATE: 04-02-12 TIME: 12:47:31

CREDIT CARD INVOICE

PLEASE COME AGAIN!

Thank you
Questions or Comments?
Site Manager: 956-383-0788
District Manager Cell: 210-259-9021

Items 1

AI-31768 **Sheriff's Office 8. F.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval of 2012 appropriation of funds for the Jail Commissary Account (2102) in the amount of $48,000.00.

BACKGROUND

This will provide funding for the purchase of computers and the accountability in the procurement process.

Pursuant to Local Government Code Chapter 351 Section 351.0415, commissary proceeds may be used to "(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".

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-2102-423-21-280-015-0-665

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

BUDGETARY IMPACT:

No local cash match is required. Funds were transferred from the Jail Commissary Bank Account No. 14009684 to the Hidalgo County Treasurer (Receipt No. 154783 dated 04/04/12).

Attachments

Budget.Amend. & Backup

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	04/04/2012 12:54 PM
Emilia Uriegas	Emilia Uriegas	04/04/2012 01:03 PM
Purchasing Department	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Emilia Uriegas Started On: 04/04/2012 11:00 AM

Final Approval Date: 04/10/2012

DATE: **April 4, 2012**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Jail Commissary**

ACCOUNT NUMBER: **2-2102-423-21-280-015-0-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
2-2102-423-21-280-015-0-665	Minor Computer Equipment	48,000.00
	TOTAL APPROPRIATIONS	48,000.00
2-2102-391-03-000-426-0-000	Jail Commissary Account	48,000.00
	TOTAL REVENUES	48,000.00

REASON: **To appropriate funding for the purchase of computers .**

Emily Trevino
DEPARTMENT HEAD SIGNATURE

04/04/12
DATE

APPROVED COMMISSIONERS' COUR

ATTEST COUNTY CLERK

FindLaw FOR LEGAL PROFESSIONALS

TEX LG. CODE ANN. § 351.0415 : Texas Statutes - Section 351.0415: COMMISSARY OPERATION BY SHERIFF OR PRIVATE VENDOR

Search TEX LG. CODE ANN. § 351.0415 : Texas Statutes - Section 351.0415: COMMISSARY OPERATION BY SHERIFF OR PRIVATE VENDOR

- Search by Keyword or Citation

Search

(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;

(4) safety and security procedures to be performed by the provider; and

(5) the performance record of the provider, including service availability, reliability, and efficiency.

(g) Commissary proceeds may be used only for the purposes described in Subsection (c). A commissioners court may not use commissary proceeds to fund the budgetary operating expenses of a county jail.

Added by Acts 1989, 71st Leg., ch. 980, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 578, Sec. 2, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 913, Sec. 1, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 55, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1005, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1057, Sec. 2, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 31, eff. September 1, 2005.

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

Receipt No: 154783

Received From: HIDALGO COUNTY JAIL COMMISSARY Date 04/04/12

1	4651	FUNDING FOR PURCHASE OF COMPUTERS	2-2102-391-03-000-426-0-000	48,000.00

Total: 48,000.00

Check Total	48,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-31775 **IT Department 10. A.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Planning Dept.:
Authorization and approval of current service plan through the County's membership/participation with Contract: DIR-SDD-604 with Verizon Wireless (Requisition# 214061) for the following:

Employee Name:	Employee Number:	Service Plan:	Service Plan Cost:	Months:	Cell Phone Number:
Jose Tovar	140619	Nationwide Unl. Talk & Text + Taxes & Fees	$72.89 + $5.00 = $77.89	January-April 2012	956-648-7780
Humberto Garza	100315	Nationwide Unl. Talk & Text + Taxes & Fees	$72.89 + $5.00 = $77.89	January-April 2012	956-648-7857
Roy Cantu	158887	Nationwide Unl. Talk & Text + Taxes & Fees	$72.89 + $5.00 = $77.89	January-April 2012	956-648-7860
Rodolfo Rios	154385	Nationwide Unl. Talk + Taxes & Fees	$56.69 + $5.00 = $61.69	January-April 2012	956-648-7923
Gilberto Pecina	159131	Nationwide Talk Small Business SHR 4000 + Taxes & Fees	$39.15 + $5.00 = $44.15	January-April 2012	956-648-7053
Jonathan Isidro	180033	Nationwide Talk Small Business SHR 4000 + Taxes & Fees	$39.15 + $5.00 = $44.15	January-April 2012	956-515-6020
Edgar Isidro	166618	Nationwide Talk Small Business SHR 4000 + Taxes & Fees	$39.15 + $5.00 = $44.15	January-April 2012	956-648-7812
Efrain Ceballos	181722	Nationwide Talk Small Business SHR 4000 + Taxes & Fees	$39.15 + $5.00 = $44.15	January-April 2012	956-648-7006
Arturo A. Hernandez	180181	Nationwide Talk Small Business SHR 4000 + Taxes & Fees	$39.15 + $5.00 = $44.15	January-April 2012	956-515-6860

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-10-210-001-0-532

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

BUDGETARY IMPACT:

Available funds as of 4/5/12.

Attachments

Requisition 214061

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/05/2012 08:00 AM
Olga Garza	Olga Garza	04/05/2012 01:22 PM
Purchasing Department	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Griselda Salazar Started On: 04/04/2012 01:24 PM

Final Approval Date: 04/10/2012

Requisition

Req # 00214061

PO #

Date: 04/04/12

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
Req. #36

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	MONTH	Nationwide Unlimited Talk and Text: Unlimited Talking and Texting for three cell phones: $218.67÷3=$72.89 +$5.00 (Federal Taxes and Fees each phone)+$77.89 monthly fee for each phone; $77.89 x 3 cell phones=$233.67 Monthly Fee for all 3 cell phones; Jose Tovar (956)648-7780; Humberto Garza (956)648-7857; and Roy Cantu (956) 648-7860 (PC 91575)	233.67	934.68
4.00	MONTH	Nationwide Unlimited Talk for one cellular phone: Unlimited talk minutes only (No Texting) at $56.69 + $5.00 Federal Taxes and Fees =$61.69 monthly fee: Rodolfo Rios (956)648-7923 (PC 91575)	61.69	246.76
4.00	MONTH	Nationwide Talk Small Business SHR Primary 4000 S5336 $190 0509 for 5 cellular phones: $195.76 monthly ÷5 cell phones = $39.15 monthly fee each $39.15 each + $5.00 (each for Federal Taxes and Fees)=$44.15 each phone $44.15 x 5 = $220.75 total monthly for 5 phones: Arturo A. Hernandez (956)515-6860; Efrain Ceballos (956)648-7006; Edgar Isidro (956)648-7812; Jonathan Isidro (956)515-6020 and Gilbert Pecina (956)648-7053 (PC 91575)	220.75	883.00
		Account No	Encumbrance	
			Freight	.00
			Total	2,064.44
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-31756 **Urban County 11. A.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 1 and the City of Elsa, is requesting authority to purchase Fire Station/Equipment (bunker gear) for the Elsa Volunteer Fire Department. Purchase will be made from Casco Industries, Inc. (contract #363-10) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount for the purchase is $24,904.75 (quote attached), as requested by the Hidalgo County Precinct No. 1 for the Elsa Volunteer Fire Department utilizing UCP FY 24 (2011) Pct. 1 Fire Station/Equipment line item.

BACKGROUND

The Fire Station/Equipment (bunker gear) will be utilized by the Elsa Volunteer Fire Department.

Vendor:	Casco Industries, Inc.
Purchase Amount:	$24,904.75
Funds Available:	$25,000.00 - FY 24 (2011) – Pct. 1Fire Station/Equipment

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 08:13 AM
Olga Garza	Olga Garza	04/05/2012 02:27 PM
Purchasing Department	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Mary Flores Started On: 04/03/2012 04:18 PM

Final Approval Date: 04/10/2012

Casco Industries, Inc.

Quotation

Contract No. 363-10
14233 INTERDRIVE WEST
HOUSTON, TEXAS 77032

281-442-1800
FAX 281-442-1803

To: ELSA FD/URBAN COUNTY Attn: RAUL ARISPE Fax: E-Mail: gabarispe@hotmail.com	Ship to: Same

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
3/06/12	BOB YANCY	45 days	Best Way	DESTINATION	NET 30 Days

Qty	Description		List Price	Unit Price	Total
13	GLOBE-32782D G-XTREME ADVANCE TAN COAT	$715.00	1,487.55	892.53	11,602.89
	RADIO POCKET	$42.20			
	SEPARATING LINER	$17.45			
	FLASHLIGHT HOLDER	$15.80			
	NYC L/Y TRIM	$144.45			
	ARALITE NP THERMAL	$293.00			
	RT7100 MOISTURE BARRIER	$230.00			
	NOMEX HAND & WRIST GUARDS	$7.40			
	"ELSA" 3" L/Y LETTERS ON BACK	$9.60			
	DRAGONHIDE CUFFS	$12.65			
	TRIM TRAX STITCHING ON L/Y TRIM	$0.00			

13	**GLOBE-42782D G-XTREME ADVANCE TAN PANT**	**$548.00**	1,121.65	640.05	8,320.65
	ARALITE NP THERMAL	**$229.00**			
	GORE™ RT7100 MOISTURE BARRIER	**$188.00**			
	SUSPENDERS	**$0.00**			
	3" L/Y TRIPLE TRIM AROUND CUFFS	**$32.25**			
	SILIZONE™ PADDED KNEES	**$39.20**			
	DRAGONHIDE KNEES & CUFFS	**$51.85 (knees)** **$33.35 (cuffs)**			
13	PGI-3038185 2-PLY NOMEX ULTIMATE HOOD, FULL BIB		27.41	21.38	277.94
13	WSC-807600 LUG SOLE BOOTS		259.00	155.40	2,020.20
13	SHELBY-5228 GLOVES		67.99	50.99	662.87
13	CAIRNS-664 MODERN HELMETS WITH 4" HIGH TEMP FACESHIELD (C-MOD-A112A22120)		259.00	155.40	2,020.20
	NO FREIGHT CHARGE				

Sub Total	**$24,904.75**
Shipping	**0.00**
TOTAL	**$24,904.75**

BOB YANCY / Sales Representative
byancy@cascoindustries.com

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: Buy Board **Person Contacted:** Bob Yancy

Purchase #1 **Vendor Name:** Casco Industries Inc **Contract No. :** 363-10 **Phone:** 281-442-1800

Quantity	Description of Items	Price per Unit	Total Amount
13	**GLOBE-32782D G-XTREME ADVANCE TAN COAT** ✓ RADIO POCKET ✓ SEPARATING LINER ✓ FLASHLIGHT HOLDER ✓ NYC L/Y TRIM ✓ ARALITE NP THERMAL ✓ RT7100 MOISTURE BARRIER ✓ NOMEX HAND & WRIST GUARDS ✓ "ELSA" 3" L/Y LETTERS ON BACK ✓ DRAGONHIDE CUFFS TRIM TRAX STITCHING ON L/Y TRIM	892.53	11,602.89
13	**GLOBE-42782D G-XTREME ADVANCE TAN PANT** ✓ ARALITE NP THERMAL ✓ RT7100 MOISTURE BARRIER ✓ SUSPENDERS ✓ L/Y TRIPLE TRIM AROUND CUFFS ✓ SILIZONE PADDED KNEES DRAGONHIDE KNEES & CUFFS	640.05	8,320.65
13	PGI-3038185 2-PLY NOMEX ULTIMATE HOOD, FULL BIB	21.38	277.94
13	WSC-807600 LUG SOLE BOOTS	155.40	2,020.20
13	SHELBY-5228 GLOVES	50.99	662.87
13	CAIRNS-664 MODERN HELMETS WITH 4" HIGH TEMP FACESHIELD (C-MOD-A112A22120)	155.40	2,020.20
	NO FREIGHT CHARGE		0.00

TOTAL:	$ 24,904.75

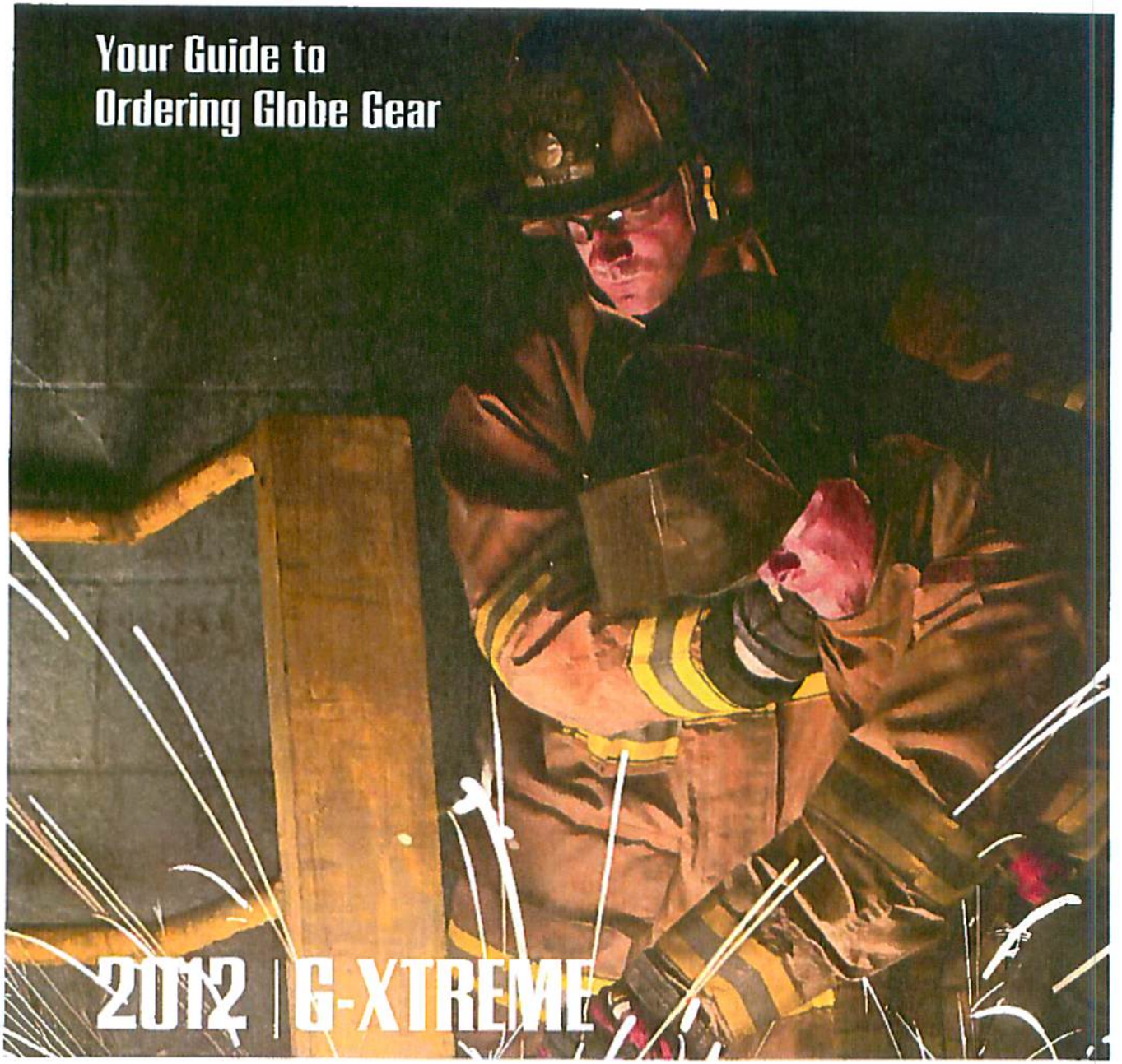
Recommendation:

Requested by: [signature] Date 03/29/12 **UCP Approval:** [signature] Date 4/3/12

Received MAR 29 2012 Urban County Program

UCA-5

REVSED JUNE 2009



GLOBE Price List & Order Form

GLOBE
World's Best Turnout Gear
Tel: 800-232-8323 / Fax: 800-442-6388
www.GlobeTurnoutGear.com / info@globefiresuits.com

Effective 2/1/12
Rev GXT12-1

G-XTREME STYLE JACKET and OPTIONS

OVERSIZE CHARGE – ADD 30% FOR SIZE 60+,

A STYLE CODE

B OUTER SHELLS

		(3) G-XTREME
07	NOMEX® IIIA 7.5oz	654.00
11	PBI™ Matrix 7.5oz - Gold	951.00
11	PBI™ Matrix 7.5oz - Black	1020.00
18	Aluminized PBI™ 7.0oz	1020.00
27	ADVANCE™ 7.0oz	710.00
37	Black ADVANCE™ (PCA) 7.0oz	739.00
29	BASOFIL® 7.5oz - Gold	724.00
38	VANTAGE (BASOFIL®) 7.5oz - Gold	724.00
38	VANTAGE (BASOFIL®) 7.5oz - Black	754.00
32	MILLENIA™ XT 7.5oz	1014.00
47	ADVANCE ULTRA® 7.5oz	852.00
34	ARMOR 7.0oz™**	820.00

C THERMAL LINERS

		(3) G-XTREME
68	SYNERGY® (Only with #29 Shell)	341.00
76	Q-8™	N/A
77	CALDURA® SL2	401.00
78	ARALITE® SL2	335.00
82	ARALITE® NP	293.00
83	QUANTUM3D® (2 Lyr)	456.00
63	QUANTUM3D® (1 Lyr)*	436.00
84	CALDURA® NP	374.00
86	CALDURA® SL3	445.00
79	ARALITE® SL3	389.00
81	DEFENDER M® SL2***	337.00
85	GLIDE ****	412.00

* Only available with (F) CROSSTECH® 3-Layer moisture barrier
** Only with GLIDE/ (G) CROSSTECH
*** Only with (G) CROSSTECH at this time - call for availability
**** Only with MATRIX or ARMOR/ (G) CROSSTECH

D MOISTURE BARRIERS

		(3) G-XTREME
D	GORE™ RT7100	230.00
F	CROSSTECH® 3-Layer	482.00
E	STEDAIR® 3000	214.00
G	BLACK CROSSTECH®	336.00

E TRIM – G-XTREME

	SCOTCHLITE™	TripleTrim	REFLEXITE®	BRILLIANCE®
NFPA Basic 3"	103.60	113.05	86.00	101.90
NYC 3"	132.35	144.45	109.85	130.00
NFPA Vert 3"	112.20	122.45	93.15	110.20
Project Fires	141.00	153.85	117.10	138.50
High Visibility	155.75	169.80	129.40	152.95
NFPA Vert II	104.85	114.30	87.20	103.00
Project Fires II	132.45	144.50	109.95	130.05
High Visibility II	148.25	161.60	123.35	145.60

F LETTERS

SCOTCHLITE™ 2" & 3" L/Y, R/O	2.40 ea.
REFLEXITE® 2" & 3" L/Y	5.40 ea.

F LETTER PATCHES

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
Sew-On	15.45	28.25
Velcro	55.30	80.90
Hanging 5x20	33.25	51.30

G CLOSURES – G-XTREME (8C STANDARD)

5C	Velcro In/Hook & Dee Out	N/C	N/C
6C	Zipper In/Hook & Dee Out (N/A on Aluminized)	5.30	5.30
7C	Hook & Dee In/Velcro Out	25.85	35.95
17C	Snap In/Hook & Dee Out	N/C	N/C

H SIDE POCKETS

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
28P 2x8x8 Expansion Pockets	20.95	30.00
16P 2x10x10 Expansion Pockets	27.70	48.85
2x10x6 Half High Expsion Pockets	23.10	35.15
Pocket Divider	8.15	14.15

I/K EXTRA POCKETS/OPTIONS

Radio Pocket 13P-B 3x3.5x9 13P-K 2x3.5x7 13P-C 2x3.5x8 13P-L 2x3.5x9	42.20	57.20
Antenna Notch in #13P Flap	2.05	2.05
6P 4x9x15 Face Mask Pouch	65.60	89.70
6P Detachable Face Mask Pouch	71.15	102.00
7P 2x3x7.5 Flashlight Pocket	30.35	39.35
8P 2x3x9 Flashlight Pocket	32.70	44.70

J/L OTHER OPTIONS

Self Mic Strap	2.40	3.35
Suede Mic Strap	3.50	3.50
Helmet Snap	4.80	4.80
Dee Ring on Suede Patch	3.25	3.25
Flashlight Snap & Strap w/Velcro	10.20	13.25
Sunlance Flashlight Holder	15.45	19.95
Survivor Flashlight Holder	15.80	20.30
Universal Clip	8.80	11.80

M WRISTERS (4" NOMEX® STANDARD)

NOMEX® Hand & Wrist Guards	7.40	7.40
KEVLAR® Hand & Wrist Guards	7.60	7.60
PBI™ Hand & Wrist Guards	24.65	24.65

N REINFORCEMENTS

POCKETS

DRAGONHIDE™	(Outside) Exp Pocket	40.20	40.20
Grey Suede	(Outside) Exp Pocket	21.00	21.00
Black Suede	(Outside) Exp Pocket	24.65	24.65
ARASHIELD®	(Outside) Exp Pocket	24.35	24.35
KEVLAR® Twill	(Pouch)	33.55	33.55

CUFFS (GREY SUEDE STANDARD)

DRAGONHIDE™	12.65	12.65
Self Material	4.20	12.30
Black Suede	1.65	1.65
ARASHIELD® (Black, Grey, Gold)	8.30	8.30

ELBOWS

DRAGONHIDE™	44.60	44.60
Self Material	20.00	35.05
Grey Suede	16.25	16.25
Black Suede	18.70	18.70
ARASHIELD® (Black, Grey, Gold)	23.65	23.65
Padded Elbows	8.15	8.15

SHOULDERS

DRAGONHIDE™	20.65	20.65
Self Material	10.95	17.00
Grey Suede	12.45	12.45
Black Suede	14.05	14.05
ARASHIELD® (Black, Grey, Gold)	12.65	12.65
Padded Shoulders	12.40	12.40

UPPER BACK

Self Material	15.00	27.05
Padded	12.15	12.15

O MISC

Extra Liner Pocket	14.45	14.45
IS Aramid Shoulder Pads	18.90	18.90
Liner Alert at Hem	24.45	31.80
Embroidered Flag	15.75	15.75
Separating Liner (G-XTREME Only)	17.45	17.45
Individual Box	4.00	

G-XTREME Jacket Order Form

TEL: 800-232-8323 FAX: 800-442-6388
info@globefiresuits.com

RFQ/P.O. #:_____ Date:_____
Contact:_____
Phone:_____ Page:___ of:___

CHECK HERE IF QUICK SHIP PROGRAM ☐
(SEE PAGE 8 FOR QUICK SHIP PROGRAM INFORMATION)

CIRCLE OR CHECK APPROPRIATE SELECTIONS. USE ATTACHED SIZING FORM FOR SIZES AND SPECIAL NOTES.
STANDARD FEATURES AND JACKET LENGTHS WILL BE USED UNLESS OTHERWISE SELECTED. Oversize charge – Add 30% for Size 60+.

A STYLE/LENGTH | (3) G-XTREME | ☐ 32" Std QTY. ___ | ☐ 35" QTY. ___ | ☐ 29"(M) QTY. ___ ☐ 29" (F) QTY. ___

B OUTER SHELL

07–NOMEX® IIIA
11–PBI™ Matrix
18–Alum. PBI™
27–ADVANCE™
37–ADVANCE™ (PCA)
29–BASOFIL®
32–MILLENIA™ XT
47–ADVANCE ULTRA®
34–ARMOR

01–Black	02–Yellow	03–Natural	04–Red	05–Tan/Khaki	07–Alum.	09–Blue	10–Gold	20–Dark Gold

C LINER / D MB

68–SYNERGY®
76–Q-8™
77–CALDURA® SL2
78–ARALITE® SL2
82–ARALITE® NP
83–QUANTUM3D® (2 Lyr)
63–QUANTUM3D® (1 Lyr)
84–CALDURA® NP
86–CALDURA® SL3
79–ARALITE SL3
81–DEFENDER M® SL.2
85–GLIDE

D– RT7100	F – CRSTCH®	3-LYR E – STDAR® 3000	G – BLK CRSTCH®

E TRIM PKG

NFPA Basic 3"
NYC 3"
NFPA Vert. 3"
Project Fires
High Visibility
NFPA Vert II 3"
Project Fires II
High Visibility II

SCOTCHLITE™ L/Y	SCOTCHLITE™ R/O	REFLEXITE® L/Y	TripleTrim L/Y	TripleTrim R/O	BRILLIANCE® L/Y

PRICES

B ___
C ___
D ___
Total B/C/D ___
Over-size $ ___
Sub-total ___
E ___

☐ *Check this box if you want periods included in lettering on coat/patch*

F LETTERING (See Lettering Rows on Sizing Form on Page 8) (Indicate Periods in Boxes)

Rows	1	2	3	4	5	6	7	8	9	10	11	12	13	14	ARCH	ON JACKET	ON PATCH	PATCH ATTACHMENT	LETTERS	L/Y S'LT	R/O S'LT	L/Y RFX
A																		Swn or Velcro	2" 3"			
B																		Swn or Velcro	2" 3"			
C																		Swn or Velcro	2" 3"			
D																		Swn or Velcro	2" 3"			
E																		Swn or Velcro	2" 3"			
F 32"																		Swn or Velcro	2" 3"			
G 35"																		Check Here for Hanging Letter Patch				

Use Row G for Hanging Letter Patch on 32"

G CLOSURE | 5C | 6C (N/A on Aluminized) | 7C | 8C (Std) | 17C

H SIDE PKTS | Std | 2x8x8 | 2x10x10 | 2x10x6 | Pkt Divider | Other:

I RC X PKT | None | 13PB | 13PC | 13PL | 13PK | 6P | 6P(DET) | 7P | 8P | Other:

J RC OTHER | None | Self Mic | Helmet Snap | D-Ring | U-Clip | Other:

K LC X PKT | None | 13PB | 13PC | 13PL | 13PK | 7P | 8P | Other:

L LC OTHER | None | Self Mic | Helmet Snap | D-Ring | U-Clip | Other:

M WRISTERS | Std | NOMEX® HWG | KEVLAR® HWG | PBI™ HWG | Other:

N REINFORCEMENTS

	DRAGONHIDE™	Self Material	MILLENIA™ XT	Grey Suede	Black Suede	Grey ARASHIELD®	Gold ARASHIELD®	Black ARASHIELD®	Padded	KEVLAR®
Side Pkts		Std								
Cuffs				Std						
Elbows										
Shoulders										
Back										

O MISC _____

G ___
H ___
I ___
J ___
K ___
L ___
M ___
N ___
O ___

Crd OK:	Ack Date:	C-Tag#:	P-Tag#:	Invoice#:	TOTAL

Rev. GXT12-1, 2/1/12

G-X[illegible]EME PANTS and OPTIO[illegible]

OVERSIZE CHARGE – ADD 30% FOR SIZE 60+

A STYLE CODE

B OUTER SHELLS

		(4)G-XTREME
07	NOMEX® IIIA 7.5oz	503.00
11	PBI™ Matrix 7.5oz - Gold	737.00
11	PBI™ Matrix 7.5oz - Black	791.00
18	Aluminized PBI™ 7.0oz	774.00
27	ADVANCE™ 7.0oz	548.00
37	Black ADVANCE™ (PCA) 7.0oz	570.00
29	BASOFIL® 7.5oz - Gold	558.00
38	VANTAGE (BASOFIL®) 7.5oz - Gold	558.00
38	VANTAGE (BASOFIL®) 7.5oz - Black	578.00
32	MILLENIA™ XT 7.5oz	790.00
47	ADVANCE ULTRA® 7.5oz	661.00
34	ARMOR® 7.0oz**	636.00

C THERMAL LINERS

		(4)G-XTREME
68	SYNERGY® (Only with #29 Shell)	272.00
76	Q-8™	N/A
77	CALDURA® SL2	327.00
78	ARALITE® SL2	267.00
82	ARALITE® NP	229.00
83	QUANTUM3D™ (2 Lyr)	375.00
63	QUANTUM3D™ (1 Lyr)*	352.00
84	CALDURA® NP	301.00
86	CALDURA® SL3	366.00
79	ARALITE® SL3	315.00
81	DEFENDER M® SL2***	268.00
85	GLIDE ****	336.00

* Only available with (F) CROSSTECH® 3-Layer moisture barrier
** Only with GLIDE/ (G) CROSSTECH
*** Only with (G) CROSSTECH at this time call for availability
**** Only with MATRIX or ARMOR/ (G) CROSSTECH

D MOISTURE BARRIERS

		(4)G-XTREME
D	GORE™ RT7100	188.00
F	CROSSTECH® 3-Layer	409.00
E	STEDAIR® 3000	176.00
G	BLACK CROSSTECH®	283.00

E TRIM

	SCOTCHLITE™	TripleTrim	REFLEXITE®	BRILLIANCE®
3" Around Cuffs	30.45	32.25	25.15	29.90
3" Down Legs	45.95	50.30	39.00	45.10

F LETTERS

SCOTCHLITE™ 2" & 3" L/Y, R/O	2.40 ea
REFLEXITE® 2" & 3" L/Y	5.40 ea.

F LETTER PATCHES

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
Sew-On	15.45	28.25
Velcro	55.30	80.90

F NUMBER PATCHES (4 X 4 STANDARD)

Sew-On	6.15	9.20
Velcro	20.55	23.55

G CLOSURES

Zipper Fly	3.40
Zipper/Velcro Fly	9.10
Velcro Fly	STD
Snaps	NO CHARGE

H SIDE POCKETS – G-XTREME (16P STANDARD)

28P 2x8x8 Expansion Pockets	70.45	115.60
Pocket Divider	8.15	14.15
LifeLine Rope Pocket	35.95	52.75
Wallet Pocket (single)	15.15	21.55

I REINFORCEMENTS

POCKETS

		NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
DRAGONHIDE™ (Outside)	Exp Pocket	40.20	40.20
Grey Suede (Outside)	Exp Pocket	21.00	21.00
Black Suede (Outside)	Exp Pocket	24.65	24.65
ARASHIELD® (Outside)	Exp Pocket	24.35	24.35
KEVLAR® Twill (Pouch)		33.55	33.55

CUFFS (GREY SUEDE STANDARD)

DRAGONHIDE™	33.35	33.35
Self Material	8.75	24.75
Black Suede	2.35	2.35
ARASHIELD® (Black, Grey, Gold)	10.60	10.60

KNEES

DRAGONHIDE™	51.85	51.85
Self Material	22.30	40.35
Grey Suede	26.90	26.90
Black Suede	31.40	31.40
ARASHIELD® (Black, Grey, Gold)	29.45	29.45
SILIZONE™ Padded Knee	39.20	39.20
Padded Knees (ARAFIL® & Thermal Liner)	19.20	19.20
Extra Layer #76 Knee Padding on Outer Shell	12.50	12.50
Extra Layer #76 Knee Padding on Liner Knee	9.45	9.45

REMOVEABLE KNEES

~~DRAGONHIDE™ Knees~~	~~53.10~~	~~53.10~~
Self Knees	33.40	45.45
Suede Knees	37.90	37.90
ARASHIELD® Knees	38.30	38.30
Padding for Knees	19.20	19.20
SILIZONE™	39.20	39.20

K SUSPENDERS (ALL LENGTHS)

RIP-CORD SUSPENDERS

	Regular	w/Trim
Black Padded Rip-Cord H-Back (Standard)	Included with pants	16.55 addl

L MISC

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
Rappelling Harness Loops	43.95	48.05
Liner Alert at Cuffs	24.45	31.80
Water Proof Dam at Cuffs	31.05	31.05
Spanner Pocket w/Suede	35.30	47.40
Separating Liner (G-XTREME Only)	12.10	12.10
Utility Loops	34.10	47.90
Zipper Legs	181.90	214.90
Individual Box	4.00	

G-XTREME Pants Order Form

TEL: 800-232-8323 FAX: 800-442-6388
info@globefiresuits.com

RFQ/P.O. #: _____ Date: _____
Contact: _____
Phone: _____ Page: ___ of: ___

CHECK HERE IF QUICK SHIP PROGRAM ☐
(SEE PAGE 8 FOR QUICK SHIP PROGRAM INFORMATION)

CIRCLE OR CHECK APPROPRIATE SELECTIONS. USE ATTACHED SIZING FORM FOR SIZES AND SPECIAL NOTES. STANDARD FEATURES WILL BE USED UNLESS OTHERWISE SELECTED. Oversize charge – Add 30% for Size 60+.

A STYLE

☐ (4)-G-XTREME QTY. ___

B OUTER SHELL

	01–Black	02–Yellow	03–Natural	04–Red	05–Tan/Khaki	07–Alum.	09–Blue	10–Gold	20–Dark Gold
07–NOMEX® IIIA	☐	☐	☐	☐	☐	☐	☐	☐	☐
11–PBI™ Matrix	☐							☐	
18–Alum. PBI™						☐			
27–ADVANCE™		☐			☐			☐	
37–ADVANCE™ (PCA)	☐								
29–BASOFIL®								☐	
32–MILLENIA™ XT								☐	
47–ADVANCE ULTRA®	☐	☐						☐	☐
34–ARMOR	☐								

C LINER / D MB

	D–RT7100	F–CRSTCH®	3-LYR E–STDAR® 3000	G–BLK CRSTCH®
68–SYNERGY®				
76–Q-8™				
77–CALDURA® SL2	☐	☐	☐	☐
78–ARALITE® SL2	☐	☐	☐	☐
82–ARALITE® NP	☐	☐	☐	☐
83–QUANTUM3D® (2 Lyr)	☐	☐	☐	☐
63–QUANTUM3D® (1 Lyr)		☐		
84–CALDURA® NP	☐	☐	☐	☐
86–CALDURA® SL3	☐	☐	☐	☐
79–ARALITE SL3	☐	☐	☐	☐
81–DEFENDER M® SL2	☐	☐	☐	☐
85–GLIDE	☐	☐	☐	☐

E TRIM PKG

	SCOTCHLITE™ L/Y	SCOTCHLITE™ R/O	REFLEXITE® L/Y	TripleTrim L/Y	TripleTrim R/O	BRILLIANCE® L/Y
3" Around Cuffs	☐	☐	☐	☐	☐	☐
3" Down Legs	☐	☐	☐	☐	☐	☐

F LETTERING

	1	2	3	4	5	6	7	8	ON PANTS	ON PATCH	PATCH ATTACHMENT		LETTERS/ NUMBERS		L/Y S'LT	R/O S'LT	L/Y RFX
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	Swn	Velcro	2"	3"	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	Swn	Velcro	2"	3"	☐	☐	☐

☐ *Check this box if you want periods included in lettering on pant/patch*

SPECIFY LOCATION _____

G CLOSURE

Std | Zipper & Velcro

OTHER _____

H SIDE PKTS

2 x 10 x 10 *Std* | 2 x 8 x 8 | Rear Patch Pkts *Wallet Pkt (single)*

OTHER _____

I REINFORCEMENTS

	DRAGONHIDE™	Self Material	MILLENIA® XT	Grey Suede	Black Suede	Grey ARASHIELD®	Gold ARASHIELD®	Black ARASHIELD®	Padded	KEVLAR®	SILIZONE™
Side Pkts	☐	Std	■	☐	☐	☐	☐	☐	■	☐	■
Cuffs	☐	☐	☐	Std	☐	☐	☐	☐	■	☐	■
Knees	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Removeable Knees	☐	☐	☐	☐	☐	☐	☐	☐	☐	■	■

K SUSPENDER

Padded Rip-Cord *(Std)*

OTHER _____

L MISC

_____

_____

_____

_____

_____

PRICES

B _____
C _____
D _____
Total B/C/D _____
Over-size $ _____
Sub-total _____
E _____
F _____
_____
G _____
H _____
I _____
J _____
K _____
_____
L _____
_____
_____
_____
_____

Crd OK:	Ack Date:	C-Tag#:	P-Tag#:	Invoice#:	TOTAL

Rev. GXT12-1, 2/1/12

ACCESSORIES

SUSPENDERS

800307 – Super Duty Suspenders (Patented)	27.10
800321 – H-Back Suspenders (Replacement)	25.90
800309 – Long Super Duty Suspenders	27.10
800322 – Long H-Back Suspenders	25.90
800507 – Super Duty Suspenders w/Rip-Cord Take-Up	28.40
800509 – Long Super Duty Suspenders w/Rip-Cord Take-Up	28.40
800521 – H-Back Suspenders w/Rip-Cord Take-Up	29.90
800522 – Long H-Back Suspenders w/Rip-Cord Take-Up	29.90
800621 – Black Padded Rip-Cord H-Back Suspenders (Available in X-Short, Short, Regular and Long)	48.85
800500P – Removable Shoulder Pads All Suspenders (Pair)	46.30
801008 – Suspender Button Kit (8 Per Set)	6.05
800725 – X-Back Rip-Cord Suspenders	49.65

SUSPENDERS WITH TRIM

800307T* – Super Duty Suspenders	39.05
800309T* – Long Super Duty Suspenders	39.05
800321T* – H-Back Suspenders	37.20
800322T* – Long H-Back Suspenders	37.20
800507T* – Super Duty Suspenders w/Rip-Cord Take-Up	35.30
800509T* – Long Super Duty Suspenders w/Rip-Cord Take-Up	35.30
800521T* – H-Back w/Rip-Cord Take-Up Suspenders	38.45
800522T* – Long H-Back w/Rip-Cord Take-Up Suspenders	38.45

NOTE: * Denotes Color of Trim, Insert 1(Silver), 2(Lime/Yellow), 4(Red/Orange)

SOLD SEPARATE

Jacket – Suede Cuffs	6.90
Jacket – ARASHIELD® Cuffs	13.30
Jacket – DRAGONHIDE™ Cuffs	22.80
Pants – Suede Cuffs	9.60
Pants – ARASHIELD® Cuffs	18.95
Pants – DRAGONHIDE™ Cuffs	33.20

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
Jacket – Self Material Cuffs	8.05	17.10
Pants – Self Material Cuffs	14.60	32.65

SOLD SEPARATE – WRISTERS

800415 – NOMEX® Wristers	6.40
190515K – KEVLAR® Wristers	7.10
390549P – PBI™ Wristers	16.70
800409N – NOMEX® Hand and Wrist Guards	10.25
800409 – KEVLAR® Hand and Wrist Guards	14.25
800409P – PBI™ Hand and Wrist Guards	32.50

THREAD

190741 – Bobbin of NOMEX® 24/4 Thread – 20 Yards	2.35
190764 – Spool of NOMEX® 24/4 Thread – 6000 Yards	172.00

NOTE: Specify Color – Black, Ash

LETTERS and TRIM

LETTERS ON JACKET

SCOTCHLITE™ 4"	8.60 per letter
SCOTCHLITE™ 5"	9.70 per letter
SCOTCHLITE™ 6"	10.90 per letter
SCOTCHLITE™ 7"	13.65 per letter
SCOTCHLITE™ 8"	15.35 per letter
SCOTCHLITE™ 9"	17.25 per letter
SCOTCHLITE™ 10"	20.35 per letter
SCOTCHLITE™ 12"	26.60 per letter

TRIM

	Yard	Foot
1" SCOTCHLITE™	4.15	1.40
3" SCOTCHLITE™	12.45	4.15
SCOTCHLITE™ TripleTrim	13.90	4.65
3" REFLEXITE® – Lime/Yellow	9.75	3.25
3" BRILLIANCE® – Lime/Yellow	12.15	4.05

TRIM BY ROLL

109 yd. Roll 1" SCOTCHLITE™	452.95
109 yd. Roll 3" SCOTCHLITE™	1,358.95
109 yd. Roll 3" SCOTCHLITE™ TripleTrim	1,515.85
200 ft. Roll 3" REFLEXITE® – Lime/Yellow	649.80
109 ft. Roll 3" BRILLIANCE® – Lime/Yellow	1,327.40

LETTERS – SOLD SEPARATE

SCOTCHLITE™ 2" and 3"	1.75 per Letter
REFLEXITE® 2" and 3"	4.60 per Letter

Minimum Order of 5 Letters.

LETTER PATCHES

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
Sew-On	15.45	28.25
Velcro	55.30	80.90
Hung Patch 5" X 20" (Attached with (4) Snaps & Velcro Rectangular Patch is Standard.	33.25	51.30

SLEEVE PATCHES

Sew-On	6.15	9.20
Velcro	20.55	23.55

NOTE: 4" X 4" or 4" X 7" AVAILABLE

MISCELLANEOUS

80101321 – 20" Zipper	11.75
80101422 – 22" Zipper	11.75
801003 – Snap Fastener Kit	5.00
801002 – Tool Kit	17.25
801001 – Speedie Rivet Kit	4.25
801000 – Snap and Dee w/Leathers	4.20
8010002 – Jacket Snap	2.45 ea
8010003 – Dee Ring	.50 ea
801015 – Leathers for Snaps	.40 ea
801016 – Leathers for Dee-Rings	.30 ea
801008 – Suspender Button Kit	6.05

Embroidered Flag	15.75
Individual Box	4.00

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
Pocket/Option Patch	12.45	26.00

GLOBE Sizing Form

TEL: 800-232-8323 FAX: 800-442-6388
info@globefiresuits.com

RFQ/P.O. #: _____ Date: _____
Contact: _____
Phone: _____ Page: ___ of: ___

CHECK HERE IF QUICK SHIP PROGRAM ☐
(SEE PAGE 11 FOR QUICK SHIP PROGRAM INFORMATION)

DEALER:

SHIP TO:

NOTES AND INSTRUCTIONS

Qty	Chest	Sleeve	Is Jacket Womens Cut?	Unique Lettering for Jacket	Qty	Waist	Inseam	HIP(W)	Unique Lettering for Pants	Is Pant Womens Cut?	Mark-For (Max. of 16 letters)

Crd OK:	Ack Date:	C-Tag#:	P-Tag#:	Invoice#:

Rev. GXT12-1, 2/1/12

GLOBE QUICK SHIP PROGRAM

AVAILABLE ON G–XTREME STYLE

Quick Ship Time ▶ 17 to 24 Days

Large Selection of Materials and Colors
All Standard Materials and Colors are Available

Large Selection of Options
All Standard Options are Available – Lettering Available Only on Back of Jacket.

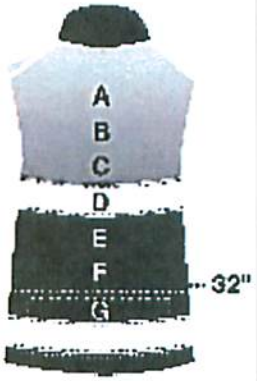
- Orders Must be Submitted on This Custom Order Form
- Pricing is Based on Distributors Standard Discount, Less 5 Points
- Orders Shipped for Second Day Delivery
- Maximum Order Size – 40 Pieces

EXCEPTION TO QUICK SHIP PROGRAM

All items on price list are available for Quick Ship Program with the exception of those listed below

Hem Rope pocket
4" or larger letters
Zipper legs
Replaceable or removable knees
Kevlar belt with dee ring
All mask pouch pockets – sewn or detachable
All escape belt pants
Any escape pockets (rope pockets)
Trim on pants pockets
Thermal sleeve well
Reversed closures
Environmental Seal
Insert Torso pocket

G-XTREME, LETTERING GUIDELINES



AVERAGE MAXIMUM LETTERS		
Per 1-Line Letter Patch	2"	3"
Row A	12	8
Row B	13	9
Row C	13	9
Row D	13	9
Row E	12	8
Row F	12	8
Row G	12	8

This chart provides basic guidelines for the amount of lettering available in specific locations. It also reflects available space on a 1-line letter patch. In some cases, more room is available when the lettering is applied directly to the back of the Jacket and not on a patch. If more room is required, arching the letters may be a solution.

GLOBE MEASUREMENT INSTRUCTIONS

IMPORTANT: Globe turnouts are custom-tailored and sizes differ from street clothes. Extra care in measuring is needed to assure accurate fit. PLEASE USE ACTUAL MEASUREMENTS AS INDICATED BELOW.

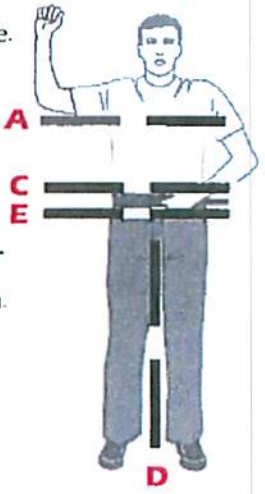
A CHEST – Have firefighter take and hold a deep breath. Measure under arms and around fullest part of chest (bust).

B SLEEVE – No need to measure since sleeves are designed proportionate to chest size. However, if unusually short or long arms: bend elbow and hook thumb under belt buckle, and beginning at center of back of neck, measure across top of shoulders, around point of elbow to midpoint from wrist bone to knuckles.

C WAIST – Be sure tools (belt buckles, beepers, etc.) are taken into consideration when applicable.

D INSEAM – Wearing normal station wear, measure from crotch inner seam to ankle bone.

E HIPS (WOMEN ONLY) – Measure around fullest part of hips.



- DO NOT take own measurements.
- Stand straight but relaxed, feet about 12" apart
- Wear identical clothing and accessories that will be worn under turnout.
- Use a high quality non-stretch tape, holding it straight and snug so that it lies smooth without indenting the body. (Be sure you start with low end numbers.)
- List any special considerations such as unusual height, weight or physical characteristics.



B MEASUREMENT (begin at center of back of neck, follow diagram and instructions, end midway between wrist bone and knuckles)

GLOBE products are manufactured by Globe Manufacturing Company, LLC or Globe Manufacturing Company – OK, LLC.
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Rev. GXT12-1, 2/1/12



An Employee Owned
Celebrating 120 Years
Effective : January 23rd, 2012
Weinbrenner Shoe Company
108 South Polk Street
Merrill, Wisconsin 54452
www.weinbrennerusa.com
csd@weinbrennerusa.com



UNIFORM & FIRE

Stock #	Cost	MAP	MSRP
161-0045			105.00
161-0100			129.00
161-0200			115.00
161-0300			135.00
161-0555			40.00
161-0777			26.00
161-0888			30.00
161-0999			42.00
161-7771			26.00
504-6369			408.00
504-6371			450.00
504-6373			466.00
504-6378			560.00
504-6379			326.00
504-6383			542.00
504-6391			424.00
504-6391M			437.00
507-6000			247.00
507-6001			247.00
507-6003			182.00
507-6004			319.00
531-6103			123.00
531-6303			109.00
534-6047			127.00
534-6145			143.00
534-6333			139.00
534-6342			178.00
534-6371			322.00
534-6373			328.00
534-6381+			278.00
534-6501			114.00
534-6555			154.00
534-6574			169.00
534-6905			150.00
534-6906			154.00
534-6908			150.00
534-6931			148.00
534-6932			154.00
534-6933			159.50
804-6026			143.00
804-6032			151.00
804-6037			144.00
804-6038			126.00
804-6086			103.00
804-6091			118.00
804-6111			159.00
804-6180			91.00
804-6190			112.00
804-6191			118.00
804-6369			408.00
804-6371			450.00
804-6373			466.00

THOROGOOD UNIFORM FORM 2012

Stock #	Cost	MAP	MSRP
804-6378			560.00
804-6379			326.00
804-6383			542.00
804-6391			424.00
804-6391M			437.00
804-6446			224.00
804-6449			88.00
804-6522			82.00
804-6905			156.00
804-6908			156.00
807-6000			247.00
807-6001			247.00
807-6003			182.00
807-6004			319.00
831-6027			113.00
831-6031			66.00
831-6032			75.00
831-6114			140.00
831-6803			125.00
831-6823			164.00
831-6833			157.00
834-6027			127.00
834-6028			138.00
834-6041			72.00
834-6051			140.00
834-6056			156.00
834-6075			177.00
834-6086			85.50
834-6087			91.50
834-6094			176.00
834-6111			202.00
834-6130			142.00
834-6180			87.00
834-6196			108.00
834-6211			154.00
834-6218			102.00
834-6219			106.00
834-6246			159.00
834-6290			93.00
834-6291			97.00
834-6328			139.00
834-6329			146.00
834-6330			124.00
834-6520			70.00
834-6522			76.00
834-6523			82.00
834-6526			98.00
834-6528			104.00

UNIFORM & FIRE

Stock #	Cost	MAP	MSRP
834-6333			139.00
834-6342			178.00
834-6345			144.00
834-6371			322.00
834-6373			328.00
834-6381+			278.00
834-6444			154.00
834-6501			114.00
834-6574			171.00
834-6731			183.00
834-6760			188.00
834-6777			182.00
834-6808			286.00
834-6845			139.00
834-6874			169.00
834-6888			133.00
834-6905			150.00
834-6906			154.00
834-6907			150.00
834-6908			150.00
834-6931			148.00
834-6932			154.00
834-6933			159.50
834-7991			137.00
584-6002			13.50
589-7009			8.50
884-6001			13.50
884-6002			18.50
884-6241			19.50
884-6341			20.50
884-6441			20.50
884-6541			20.50
884-6641			20.50
884-6642			20.50
888-1003			10.00
888-1005			10.00
888-1006			15.30
888-1007			14.30
888-1008			15.30
888-1009			15.30
888-6001			10.00
888-6003			27.00
888-9003			10.00
888-9009			14.30
889-2000			10.00
889-3004			8.50
889-6007			9.50
889-6008			12.00
889-6009			14.00
889-6018			15.00
889-8000			10.00

12/21/11

COBRA™ FIRE FIGHTING AND ARC RESISTANT HOODS

SUGGESTED LIST PRICE LIST

The *Cobra*™ hood line features our Comfort Plus™ (Nomex/Lenzing FR®) liner. The *Original Cobra* ™ hood line has the exact same features and construction as the Cobra hood line with the exception of the liner, which will be the same fabric as the outer shell.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition

COBRA™ ULTIMATE™ with Comfort Plus™ Liner

Double ply hood featuring Comfort Plus™ liner. The Comfort Plus™ liner is the softest, most comfortable flame resistant liner available. Fabric wicks moisture off the skin, keeping the wearer drier and more comfortable. X-Long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description	Suggested List Price
3038185	30180	Nomex ® (Meta Aramid) / Lenzing FR® with Comfort Plus™ Liner ⚠ Arc Rating: ATPV = 6.8 HRC 2	$27.40
3038285	30179	PBI® / Lenzing FR® with Comfort Plus™ Liner	34.87
3038385	30177	P84® / Lenzing FR® with Comfort Plus™ Liner	35.27

Original COBRA™ ULTIMATE™

Double ply hood throughout; X-long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description	Suggested List Price
3048085	30181	100% Nomex® (Meta Aramid)	$33.27
3048285	30178	PBI® / Lenzing FR®	40.89
3048385	30176	P84® / Lenzing FR®	36.19
3049298	N/A	Carbon Shield™ ⚠ Arc Rating: ATPV = 23.3 HRC 2	40.26
3042285	New	Meta Aramid / Lenzing FR® ⚠ Arc Rating: ATPV = 9.2 HRC 2	26.19
3042185	New	Ara-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 10.7 HRC 2	25.52
3042093	New	Para-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 34.4 HRC 3	27.47

Note: Hoods recommended for arc flash are indicated with a triangle arc symbol ⚠ and corresponding ATPV Arc Rating and Hazard Risk Category (HRC) Rating. The higher the ATPV rating the greater the protection.

SHELBY SPECIALTY GLOVES

1-800-888-3598 • 901-360-8928 • Fax 901-362-9127

U.S.A. Distributor Price List

Effective: August 1, 2010

YOUR SINGLE SOURCE™

	STYLE NO.	COLOR	SIZE	LIST PRICE PER PAIR
RESCUE/EXTRICATION	2500	Chartreuse	S, M, L, XL, J	$ 46.99
	Shelby Xtraction Glove			
	2511	Black/Blue	S, M, L, XL, J	$ 69.99
	NEW Shelby Extrication with barrier			
	2517	Black	S, M, L, XL	$ 7.99
	Knit, Dipped Palm			
	2518	Tan/Black	S, M, L, XL	$ 92.99
	Over Skin Rescue Glove			
	2519	Gray/Black	S, M, L, XL	$ 33.99
	Goat Skin Rescue Glove			
	2510	Black	S, M, L, XL, J	$ 34.99
	NEW Pre-Curved Rope Rescue Glove			
	2533	Cream	XS, S, M, L, XL, J	$ 28.99
	Pigskin, SKINS Rescue/Wildland Glove			
FIRE	5002	Tan/Black	XS, S, M, L, XL, *J	$ 38.99
	Pigskin, Wildland/Rescue, w/wristlet *add $1.50 for Jumbo Size			
	5012	Blue/Black	XS, S, M, L, XL, *J	$ 38.99
	Cowhide w/wristlet, Fed, Cal-Osha *add $1.50 for Jumbo Size			
	5013	Blue/Black	XS, S, M, L, XL, *J	$ 36.99
	Cowhide w/o wristlet, Fed, Cal-Osha *add $1.50 for Jumbo Size			
	4235	Tan	XS, S, M, L, XL, *J	$ 38.99
	Pigskin, w/o wristlet, Fed, Cal-Osha *add $1.50 for Jumbo Size			
	5009	Tan	XXS, XS, S, M, L, XL, *J	$ 41.99
	Pigskin w/wristlet, Fed, Cal-Osha *add $1.50 for Jumbo Size			
	5226	FDP Tan/Black	XXS, XS, S, M, L, XL, *J	$ 66.99
	Pigskin w/wristlet, NFPA *add $1.50 for Jumbo Size			
	5228	FDP Tan	XXS, XS, S, M, L, XL, *J	$ 65.99
	Pigskin w/o wristlet, NFPA *add $1.50 for Jumbo Size			
	5227	FDP Blue	XXS, XS, S, M, L, XL, *J	$ 64.99
	Kevlar Core w/ wristlet, NFPA *add $1.50 for Jumbo Size			
	5229	FDP Blue	XXS, XS, S, M, L, XL, *J	$ 63.99
	Kevlar Core w/o wristlet, NFPA *add $1.50 for Jumbo Size			
FIRE - NFPA COMPLIANT	5230	FDP Gold/Tan	XXS, XS, S, M, L, XL, *J	$ 73.99
	Elk/Pig w/wristlet, NFPA *add $1.50 for Jumbo Size			
	52303	FDP Gold/Tan	XXS, XS, S, M, L, XL, *J	$ 72.99
	Elk/Pig w/o wristlet, NFPA *add $1.50 for Jumbo Size			
	5232	FDP Gold	XXS, XS, S, M, L, XL, *J	$ 74.99
	Elk w/wristlet, NFPA *add $1.50 for Jumbo Size			
	52303	FDP Gold	XXS, XS, S, M, L, XL, *J	$ 73.99
	Elk w/o wristlet, NFPA *add $1.50 for Jumbo Size			
	5229	FDP Blue/Gold	XS, S, M, L, XL, *J	$ 77.99
	Firewall Steamblock, NFPA *add $1.50 for Jumbo Size			
	5284	Yellow/Blue	XS, S, M, L, XL, *J	$100.99
	Kevlar, CDG w/wristlet, NFPA *add $1.50 for Jumbo Size			
	5285	Yellow/Blue	XS, S, M, L, XL, *J	$107.99
	Kevlar, CDG w/o wristlet, NFPA *add $1.50 for Jumbo Size			
	5200/52003	FDP Silver/Black	S, M, L, XL, *J	$130.99
	Kevlar Aluminized w/wristlet, NFPA *add $1.50 for Jumbo Size			
	5291 NEW	Blue	XXS, XS, M, L, XL, *J	$ 78.99
	Cow, CT, w/ wristlet, NFPA *add $1.50 for Jumbo Size			
	5283 NEW	Blue	XXS, XS, S, M, L, XL, *J	$ 77.99
	Cow, CT, w/o wristlet, NFPA *add $1.50 for Jumbo Size			
SALE KIT	1100 NEW	White	One Size Fits All	$ 1.69
	Cotton Stickies SOLD BY THE CASE ONLY			
	1000	Fallout Sales Kit		

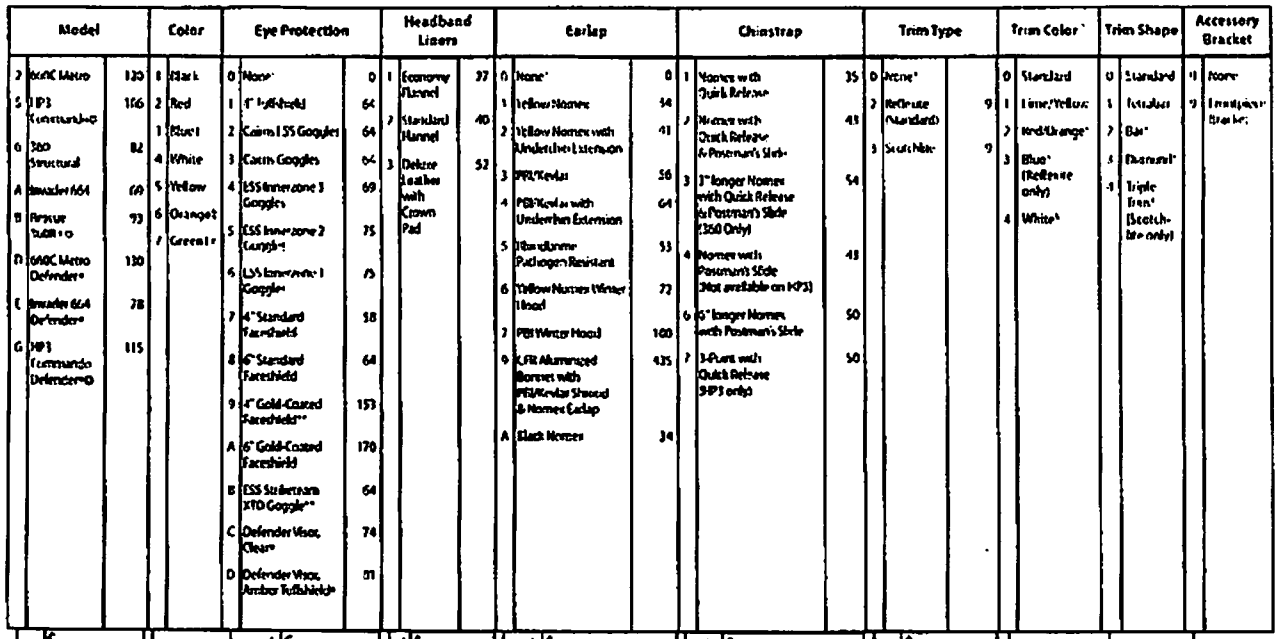
TERMS OF SALE

PAYMENT TERMS: NET 30 DAYS from date of invoice with approved credit. FREIGHT TERMS: Freight PREPAID on single shipment totaling $3,500.00.
MINIMUM ORDER: $300 PER SHIPMENT. RETURN POLICY: No goods will be accepted for return unless there is a quality issue, shipping error or product recall. Under no circumstances are Shelby Products to be sold outside the continental United States. No advertised price below listed Minimum Advertised Price (MAP)

We reserve the right to make changes in our prices, products and specification without notification.

Cairns® Modern Helmets

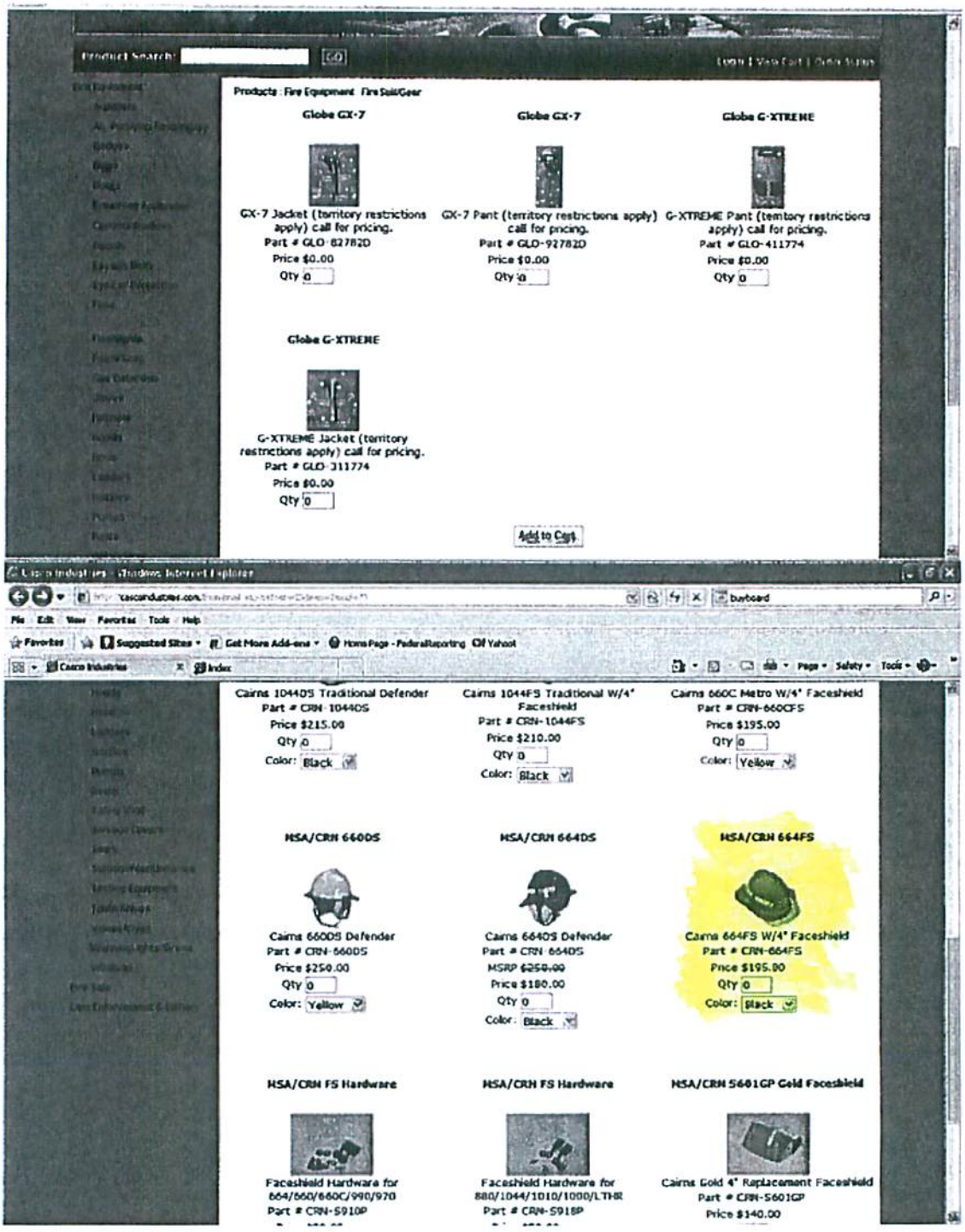
Ordering Selection Matrix and Price List
All Prices in U.S. Dollars • Prices Effective January 1, 2012

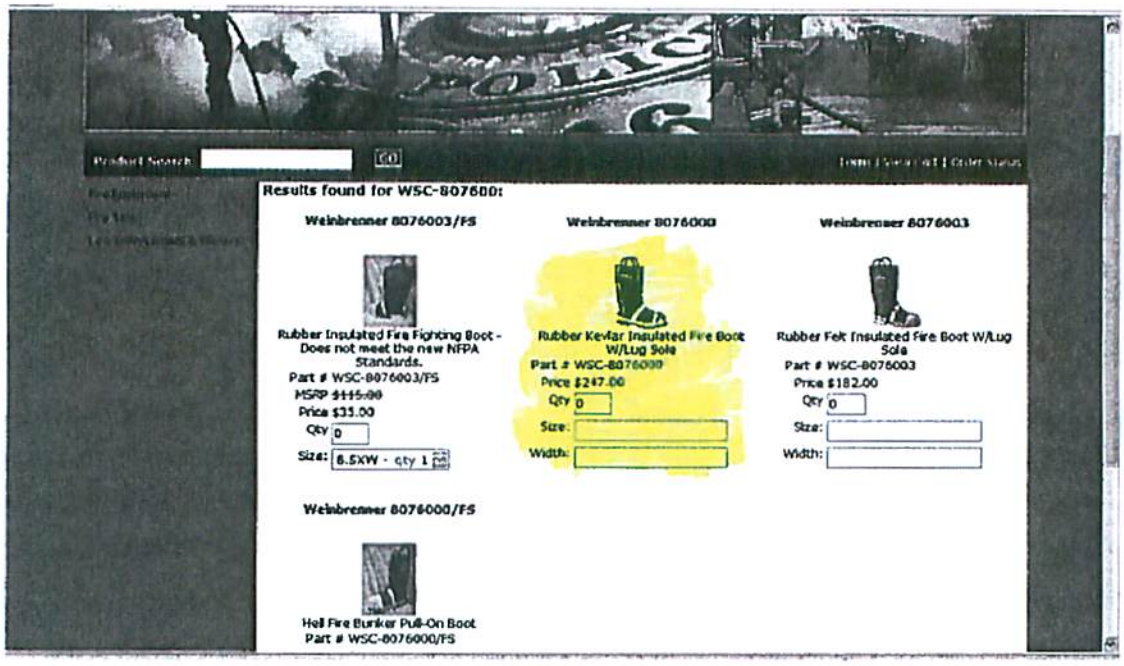


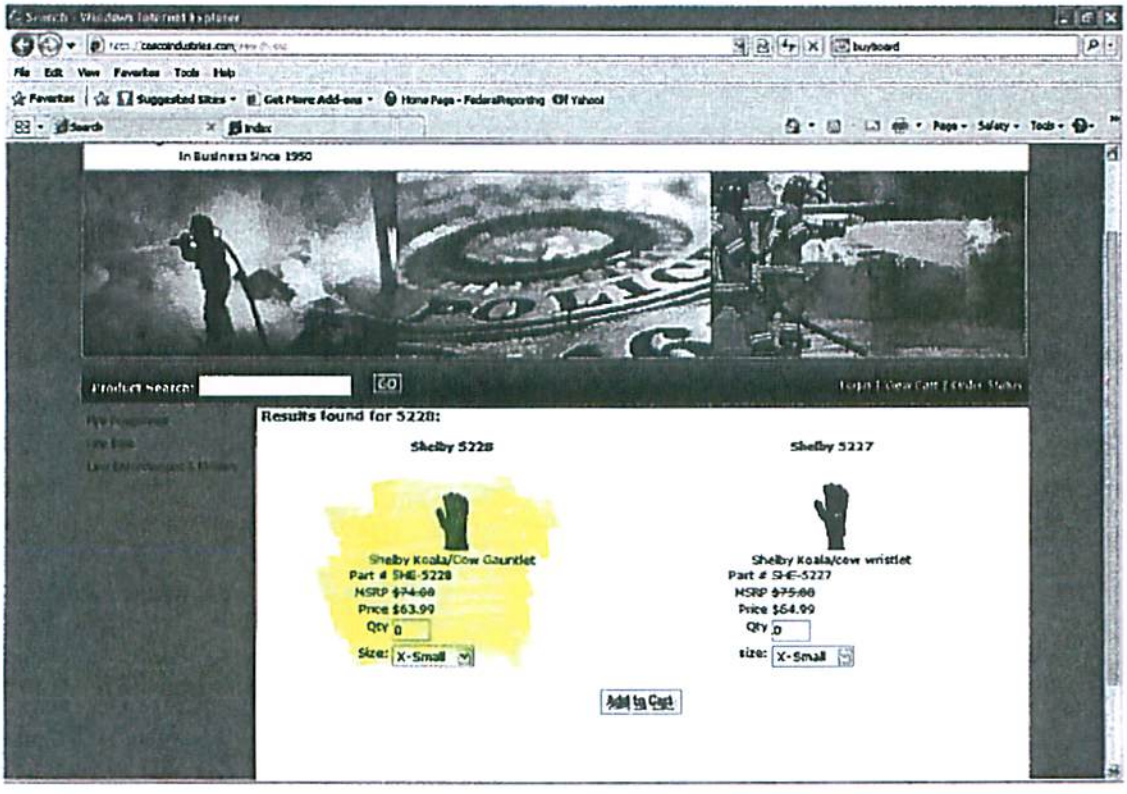
- Not NFPA compliant
- Not available on 360
- Not available on Intruder 664
- ** Available only on 360 and HP3
- Not selection available on all types and Jaws
- * Reverse Mount not available with Faceshield
- Not currently Defender Visor on both standard & non-protective versions
- NFPA 1971 compliant only
- Not compliant to NFPA 2001

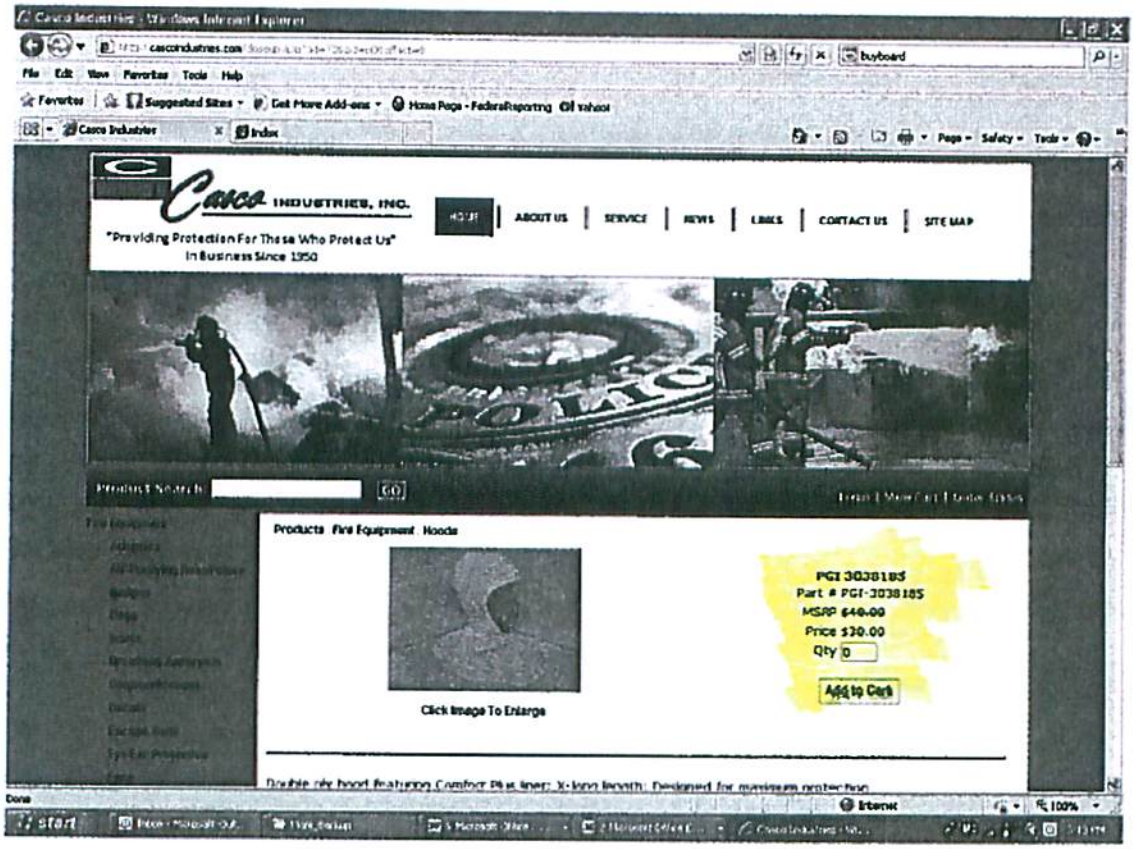
ID 2600-11-MC / October 2011
* Not NFPA compliant

MSA
The Safety Company


Product Search:
GO
Products : Fire Equipment Fire Suit/Gear
Globe GX-7
GX-7 Jacket (territory restrictions apply) call for pricing.
Part # GLO-827820
Price $0.00
Qty 0
Globe GX-7
GX-7 Pant (territory restrictions apply) call for pricing.
Part # GLO-927820
Price $0.00
Qty 0
Globe G-XTREME
G-XTREME Pant (territory restrictions apply) call for pricing.
Part # GLO-411774
Price $0.00
Qty 0
Globe G-XTREME
G-XTREME Jacket (territory restrictions apply) call for pricing.
Part # GLO-311774
Price $0.00
Qty 0
Add to Cart
Cairns 1044DS Traditional Defender
Part # CRN-1044DS
Price $215.00
Qty 0
Color: Black
Cairns 1044FS Traditional W/4" Faceshield
Part # CRN-1044FS
Price $210.00
Qty 0
Color: Black
Cairns 660C Metro W/4" Faceshield
Part # CRN-660CFS
Price $195.00
Qty 0
Color: Yellow
HSA/CRN 660DS
Cairns 660DS Defender
Part # CRN-660DS
Price $250.00
Qty 0
Color: Yellow
HSA/CRN 664DS
Cairns 664DS Defender
Part # CRN-664DS
MSRP $250.00
Price $180.00
Qty 0
Color: Black
HSA/CRN 664FS
Cairns 664FS W/4" Faceshield
Part # CRN-664FS
Price $195.00
Qty 0
Color: Black
HSA/CRN FS Hardware
Faceshield Hardware for 664/660/660C/990/970
Part # CRN-S910P
HSA/CRN FS Hardware
Faceshield Hardware for 880/1044/1010/1000/LTHR
Part # CRN-S918P
HSA/CRN S601GP Gold Faceshield
Cairns Gold 4" Replacement Faceshield
Part # CRN-S601GP
Price $140.00


Results found for WSC-8076000:
Weinbrenner 8076003/FS
Rubber Insulated Fire Fighting Boot - Does not meet the new NFPA Standards.
Part # WSC-8076003/FS
MSRP $115.00
Price $35.00
Qty 0
Size: 8.5XW - qty 1
Weinbrenner 8076000
Rubber Kevlar Insulated Fire Boot W/Lug Sole
Part # WSC-8076000
Price $247.00
Qty 0
Size:
Width:
Weinbrenner 8076003
Rubber Felt Insulated Fire Boot W/Lug Sole
Part # WSC-8076003
Price $182.00
Qty 0
Size:
Width:
Weinbrenner 8076000/FS
Hell Fire Bunker Pull-On Boot
Part # WSC-8076000/FS


In Business Since 1950
Results found for 5228:
Shelby 5228
Shelby Koala/Cow Gauntlet
Part # SHE-5228
MSRP $74.00
Price $63.99
Qty 0
Size: X-Small
Shelby 5227
Shelby Koala/cow wristlet
Part # SHE-5227
MSRP $75.00
Price $64.99
Qty 0
size: X-Small
Add to Cart


Casco INDUSTRIES, INC.
"Providing Protection For Those Who Protect Us"
In Business Since 1950
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Products Fire Equipment Hoods
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PGI 3038185
Part # PGI-3038185
MSRP $40.00
Price $30.00
Qty 0
Add to Cart

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Fax: 800-211-5454
Email: info@buyboard.com

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Search Results

Search:

casco

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Vendor Discounts

Resources

Show 25 results

Narrow Results: cairns

Vendor	Description	Pricing Sht
Casco Industries, Inc.	[redacted]	N
Casco Industries, Inc.	Sticker, Window, Cairns Helmets	N

Showing 1 to 2 of 2 entries (filtered from 1,000 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

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Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

casco

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Vendor Discounts

Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sht
Casco Industries, Inc.	32% Discount Off Thorogood Pricelist for Footwear	N
Casco Industries, Inc.	25% Discount Off Benchmade Pricelist for Knives & Tools	N
Casco Industries, Inc.	Lockwasher	N
Casco Industries, Inc.	Washer, Plain, Steel	N
Casco Industries, Inc.	Button Socket:18-8	N
Casco Industries, Inc.	Retaining Ring,Exgternal,20Mm Shaft	N
Casco Industries, Inc.	Rivet,Male,Nylon,Black	N
Casco Industries, Inc.	Rivet,Female,Nylon,Black	N
Casco Industries, Inc.	Nut,Finished Hex,Double C	N
Casco Industries, Inc.	Caplug,Tapered,.53 X .38	N
Casco Industries, Inc.	Washer,Stainless Steel,5/16",Sae	N
Casco Industries, Inc.	Washer:Lock,Spring,Steel,Cadmium Plated	N
Casco Industries, Inc.	Screw,Mach.,Ss,M4 Thread	N
Casco Industries, Inc.	Label,Portaire,Port.Air S	N
Casco Industries, Inc.	Label,Msa Logo	N
Casco Industries, Inc.	Screw:K30X14,Pt,Selftapping,Zinc Plated	N
Casco Industries, Inc.	Insert, Brass Thd #4-40	N
Casco Industries, Inc.	Grommet & Washer,Brass,N.	N
Casco Industries, Inc.	Washer, Lock, Spring	N
Casco Industries, Inc.	Rivet,Pop,Alum.Dome Head	N
Casco Industries, Inc.	Screw,Machine,Slotted Pan	N
Casco Industries, Inc.	Lock Washer	N
Casco Industries, Inc.	Retaining Ring,External,Resettable, 25Mm	N
Casco Industries, Inc.	Screw,Pan Head,Cross	N
Casco Industries, Inc.	Carbon Steel .012 Inches	N

Showing 1 to 25 of 1,000 entries

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Search by Vendor

Browse Vendor Discounts

Resources

Vendor Name:	Casco Industries, Inc.
Address:	607 West 62 Street Shreveport, LA 71106
Phone Number:	(800) 551-8787
Email:	david@cascoindustries.com
Federal ID:	72-0698936
Contact:	David Stewart
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	363-10
Effective Date:	04/01/2011
Expiration Date:	03/31/2014
Payment Terms:	Net 30 days
Delivery Days:	60
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, Colorado, Kansas, Louisiana, Missouri, New Mexico, Oklahoma, Texas
Quote Reference Number:	363-10
Return Policy:	RGA required.
Regulatory Notice:	BuyBoard contract pricing does not include bonding or insurance. Each entity must their individual projects to determine the need for bonding and insurance, including limitation such workers' compensation insurance as may be required by state or loc or policy. If required, it is the responsibility of each entity to obtain such bonding an insurance or confirmation of coverage, as applicable, from the vendor. Also, each entity must assess their individual projects to determine whether the proj subject to prevailing wage rate requirements under the federal Davis Bacon Act or s local law. If any such requirements apply, it is the responsibility of each entity to tak appropriate action to determine compliance by the vendor. The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Goven Code ("Act"), prohibits a governmental entity from using a competitive bid process t initially considers price in the procurement of professional services covered under t "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and n estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provide governmental entity may not use an interlocal contract with a purchasing cooperativ purchase engineering or architectural services (Texas Government Code, Section 79 (h)). BuyBoard® contracts do not, and are not intended to, include professional servi that must be procured in accordance with the Act. Cooperative members are remind they must comply with the Act whenever a contract includes professional services a component part, and may not procure engineering or architectural services through BuyBoard contract.

Monica Leal

From: byancy [byancy@cascoindustries.com]
Sent: Monday, April 02, 2012 3:25 PM
To: Monica Leal
Subject: RE: Verification of Catalog Prices Elsa FD/Urban County

yes, you may use the quote that I just sent to you last week.

Bob Yancy
Casco Industries
14233 Interdrive West
Houston, TX 77032
Office: 281-442-1800
Fax: 281-442-1803
Cell: 713-254-7290
byancy@cascoindustries.com

From: Monica Leal [monica.leal@ucp.co.hidalgo.tx.us]
Sent: Monday, April 02, 2012 1:27 PM
To: byancy
Subject: RE: Verification of Catalog Prices Elsa FD/Urban County

Good afternoon Mr. Yancy,

Can I still utilize the quote you provided me for the Elsa Fire Department? This will be going for approval on the 17th of April!

Please advice. Thank you!

Monica Leal
Program Coordinator 1
Urban County Program
956-787-8127 office
956-787-5291 fax

From: byancy [mailto:byancy@cascoindustries.com]
Sent: Wednesday, March 28, 2012 10:35 AM
To: Monica Leal
Subject: RE: Verification of Catalog Prices Elsa FD/Urban County

Here are the list price sheets for you.

Bob Yancy
Casco Industries
14233 Interdrive West
Houston, TX 77032
Office: 281-442-1800
Fax: 281-442-1803
Cell: 713-254-7290
byancy@cascoindustries.com

From: Monica Leal [monica.leal@ucp.co.hidalgo.tx.us]
Sent: Tuesday, March 27, 2012 4:54 PM
To: byancy

Subject: RE: Verification of Catalog Prices Elsa FD/Urban County

Good Afternoon Mr. Yancy,

Our Auditors office is requesting a list pricing for the following items:

PGI-3038185 2-ply Nomex Ultimate hood, Full Bib
WSC-807600 LUG Sole Boots
Shelpy-5228 Gloves
CAIRNS 664 Modern Helmets with 4" high temp faceshield (C-MOD-A112A22120)

I do apologize for this but they are very stringent when it comes to any purchases. Thank you.

Monica Leal
Program Coordinator 1
Urban County Program
956-787-8127 office
956-787-5291 fax

From: byancy [mailto:byancy@cascoindustries.com]
Sent: Thursday, March 22, 2012 11:53 AM
To: Monica Leal
Subject: RE: Verification of Catalog Prices Elsa FD/Urban County

Here is the completed quote with all the blanks filled in and price adjustments made.

Bob Yancy
Casco Industries
14233 Interdrive West
Houston, TX 77032
Office: 281-442-1800
Fax: 281-442-1803
Cell: 713-254-7290
byancy@cascoindustries.com

From: Monica Leal [monica.leal@ucp.co.hidalgo.tx.us]
Sent: Thursday, March 22, 2012 11:07 AM
To: byancy
Subject: RE: Verification of Catalog Prices Elsa FD/Urban County

Good Morning Mr. Yancy,

I am sorry to bother you with this again, but I made a few editions to the quote only to include the price listing for Globe. I have attached it for your review and approval. Also, I left some of the items blank because of the pricing differences! Can you please assist me with filling in those blanks so that I can have an accurate quote sheet? Your assistance is greatly appreciated.

I do apologize for this, but as you may already know with all my questions regarding this quote how rough it is on our end to retrieve every bit of information before our County Commissioners' Court approval.

Again, Thank You!

Monica Leal
Program Coordinator 1
Urban County Program

956-787-8127 office
956-787-5291 fax

From: byancy [mailto:byancy@cascoindustries.com]
Sent: Tuesday, March 20, 2012 2:45 PM
To: Monica Leal
Subject: RE: Verification of Catalog Prices Elsa FD/Urban County

Here are Globe's list prices for all the components listed in the gear quote.

Bob Yancy
Casco Industries
14233 Interdrive West
Houston, TX 77032
Office: 281-442-1800
Fax: 281-442-1803
Cell: 713-254-7290
byancy@cascoindustries.com

From: Monica Leal [monica.leal@ucp.co.hidalgo.tx.us]
Sent: Tuesday, March 20, 2012 2:11 PM
To: byancy
Subject: RE: Verification of Catalog Prices Elsa FD/Urban County

Mr. Yancy,

I've made an attempt to contact Jessica from Globe Firesuites, but got disconnected. Can you please assist me with this issue(verifying of prices)? I am having difficulties verifying the prices for the (G-Xtreme advance tan coat and pant) and want to submit to our County Commissioners' Court for approval to purchase the equipment on the quote you provided. I need a pricing sheet from Globe Firesuits for the G-Xtreme advance tan coat and pant. Your assistance in this matter is greatly appreciated.

Respectfully,

Monica Leal
Program Coordinator 1
Urban County Program
956-787-8127 office
956-787-5291 fax

From: byancy [mailto:byancy@cascoindustries.com]
Sent: Monday, March 19, 2012 5:00 PM
To: Monica Leal
Subject: RE: Verification of Catalog Prices Elsa FD/Urban County

Monica,
Globe gear is custom built and pricing cannot be found on the internet. All pricing for Urban County has been set at 40%off list by my choice, Buy Board takes 30% off list, therefore I am giving Urban County an extra 10% off of Buy Board. If you need list pricing, please call Jessica at Globe Firesuits 800-232-8323.

Bob Yancy
Casco Industries
14233 Interdrive West
Houston, TX 77032
Office: 281-442-1800
Fax: 281-442-1803

Cell: 713-254-7290
byancy@cascoindustries.com

From: Monica Leal [monica.leal@ucp.co.hidalgo.tx.us]
Sent: Monday, March 19, 2012 3:27 PM
To: byancy
Subject: Verification of Catalog Prices Elsa FD/Urban County

Good Afternoon Mr. Yancy,

I am verifying the prices that were submitted to the Elsa Fire Department! However, I am not able to locate the G-Xtreme advance tan Coat or the G-Xtreme Advance tan pant on the internet. Can you please assist me with this information?

Thank you,

Monica Leal
Program Coordinator 1
Urban County Program
956-787-8127 office
956-787-5291 fax

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

AI-31900 **Urban County 11. B.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of San Juan is requesting consideration and action to award and enter into a construction contract with FJW Construction for the Water/Sewer Improvements project in the amount of $248,337.00, utilizing City of San Juan funds and UCP Years 19, 21, 22, 23, & 24 (2006, 2008, 2009, 2010 & 2011), Urban County Water/Sewer Improvements line item.

BACKGROUND

The bid opening was held January 18, 2012 and the lowest bidder meeting all specifications and/or requirements was FJW Construction. The project consists of water/sewer improvements on Oblate and downtown alleyways in San Juan, Texas. Please see attached recommendation by the project engineer. (Project's Engineering Firm: R. Gutierrez Engineering)

Contractor:	FJW Construction
Contract Amount:	$248,337.00
Funds Available:	$ 84,944.47 YR 19 (2006) San Juan Water/Sewer Imp funds
	$ 56,604.47 YR 21 (2008) San Juan Water/Sewer Imp funds
	$ 70,103.89 YR 22 (2009) San Juan Water/Sewer Imp funds
	$ 30,895.55 YR 23 (2010) San Juan Water/Sewer Imp funds
	$ 5,000.00 YR 24 (2011) San Juan Water/Sewer Imp funds $
788.62 City funds	
	$248,337.00 Total

Legal approved contract on 05/19/2004

Attachments

City of San Juan Contract

City of San Juan FJW

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/12/2012 04:30 PM
Olga Garza	Olga Garza	04/12/2012 04:44 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Mary Flores Started On: 04/12/2012 03:52 PM

Final Approval Date: 04/13/2012

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HUD-4238

SUPPLEMENTAL GENERAL CONDITIONS

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction:	Nos.	9 Pages
Heating and Ventilating:	"	N/A
Plumbing:	"	N/A
Electrical:	"	N/A
_____	"	
_____	"	

SPECIFICATIONS:

General Construction:	Page	13	to 187	, incl.
Heating and Ventilating:	"	N/A	to _____	, incl.
Plumbing:	"	N/A	to _____	, incl.
Electrical:	"	N/A	to _____	, incl.
_____	"	_____	to _____	, incl.
_____	"	_____	to _____	, incl.

ADDENDA:

No. 1 Date: January 13, 2012 No. _____ Date

No. _____ Date: _____ No. _____ Date

2. STATED ALLOWANCES

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal:

(a)	For N/A	(Page_____	of Specifications	$_____
(b)	For N/A	(Page_____	of Specifications	$_____
(c)	For N/A	(Page_____	of Specifications	$_____
(d)	For N/A	(Page_____	of Specifications	$_____
(e)	For N/A	(Page_____	of Specifications	$_____
(f)	For N/A	(Page_____	of Specifications	$_____

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards.

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than $1,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $1,000,000.00.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2)) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

As provided in paragraph 50 of the General conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS

Given on Pages 246 , 247 and 248.

7. BUILDER'S RISK INSURANCE

As provided in the General Conditions, paragraph 28(e), the Contractor will/will not* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

***Strike out one.**

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts under $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirement in all subcontracts.

B. *Contracts Subject to Executive Order 11246, as Amended*

(Applicable to Farewell assisted construction contracts and related subcontracts exceeding $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulation and relevant order of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or which any of such rules, regulation, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase orders as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. *Home town or Imposed Plans*

In areas where a home town plan or imposed plan is operative, the Community Development Block Grant Recipient must contact the appropriate HUD Equal Opportunity Office for specific instructions.

9. *CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS*

(Applicable to Federally assisted construction contracts and related subcontract exceeding $100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USE 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following.

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USE 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USE 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring

that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structured)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. the Contractor and Subcontractor shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. the Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosive (Modify as Required)

When the use of explosive is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other undergoing structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosive by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under those specifications or contract.

D. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USE 170(u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder.

(2) The "Section 3 clause" set forth in 24 CFR 135.20(b) shall form part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents".

(3) Contractors shall incorporate the "Section 3 clause" shown below and the foregoing requirements in all subcontracts.

R. Gutierrez Engineering Corporation

February 16, 2012

Mr. JJ Rodriguez, City Manager
City of San Juan
709 South Nebraska
San Juan, Texas 78589

RE: Recommendation for Award – City of San Juan – 2008 Water / Sewer Improvements On Oblate Street and Downtown Alleyways – Bid # UCP-5008-75-0310-5000-7500
RGEC Project No: ENG11.001

Dear Mr. Rodriguez:

On Wednesday, January 18, 2012, at 9:30 a.m. in the Hidalgo County Purchasing Department, bids were opened and read aloud for the above project. Six (6) bids were received for this project. The lowest responsive bid is for **$248,337.00**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being FJW Construction, LLC from McAllen, Texas in the amount of **$248,337.00**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success and you can call us at 956-782-2557.

Sincerely,

Arturo Garcia, Jr., P.E.
Senior Project Manager

Attachments

cc: Candace Armenta, Hidalgo County Urban County Program
Project Files

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgec.net
Texas Registered Engineering Firm: F-486

CONSTRUCTION CONTRACT

This Agreement entered into this **22nd Day of April, 2012** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by and the **City of San Juan** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **FJW Construction,** (a corporation) of **McAllen,** 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: **San Juan Water/Sewer Improvements**
PROJECT No.: **5008-75-0310-5000-7500**
PROJECT DESCRIPTION: **San Juan Water/Sewer Imp (Oblate and Downtown Alleyways)**

Heinafter called the project, for the sum of **($248,337.00) – Two hundred forty-eight thousand, three hundred thirty-seven dollars and no cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **R. Gutierrez Engineering Corp.** entitled the Engineer/Architect, 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 **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($ 200.00) Two hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Bob Whatley, Executive Vice President
FJW Construction

Name of Firm: FJW Construction

Address: 1100 E Jasmine, Suite 102
McAllen, Texas 78501

Federal I.D./S.S.: 26-3156240

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
Urban County Director

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM

GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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2. Definitions

The following terms as used in this contract are respectively defined as follows:

(a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.

(b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

(c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work: each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, an all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
(b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which any interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The owner will pay for all laboratory inspection service direct, and not as a part of the contract.
(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to established conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a materials, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

9. Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in

the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agrees to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of the work.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and

shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damages or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property --Emergency

The Contractor shall at all times safely guard the owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the

Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.
(b) An agreed lump sum,
(c) The actual cost of:
1. Labor, including foremen;
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in

the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof with in the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained for time to time by the Owner form current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;
(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
(c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time

prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such

violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said then (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of material and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Owners's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall be provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26 Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the

work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of the contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarity to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) Contractor's Public Liability and property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

(e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not

include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

(f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such as acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. Incase the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations or services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the owner shall be adjusted and determined by the Architect/Engineer.

36. State Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed materials" shall be included in the applicable section of the Contract Specifications covering this work.

37 Use of Premises and Removal of Debris

The Contract expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;
(b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
(c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
(d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

(e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations;
(f) to effect all cutting, fitting or patching of his work required to make the same to conform to t he plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is specially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and right-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any Provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor

at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

"The Contractor will insert in any subcontracts the Federal labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made."

46. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin".

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may, direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor

or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contractor in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

49. Use and Occupancy prior to Acceptance by Owner

The Contractor agrees to use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

(b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

(c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not limited to,

the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

50. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

51. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

52. Minimum Wages

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deductions of rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act thereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to

the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made of incurred during such weekly period.

53. Underpayment Of Wages Or Salaries

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so such thereof as the Local Public Agency or Public Body may consider necessary to pay each laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or his subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plan, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

54. Anticipated Costs Of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or programs. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipts of the findings.

55. Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Section 327-332)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in a calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages . In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excessive of 8 hours or in excessive of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any monies payable on account work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses i n paragraph (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

56. Employment of Apprentices/Trainees

(a) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or representative of the Wage-Hour Division of the Labor written evidence of the registration of his program and apprentices as well the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not

less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(b) Trainees. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprentice and Training. The ratio of trainees to journeymen shall not by greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor Written evidence of the certification of his program, the registration of the trainees, and the ratios and wage prescribed in that program, In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Parts 30.

57. Employment of Certain Persons Prohibited

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institute shall be employed on the work covered by this Contract.

58. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by references) or the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276 (c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontracts subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

59. Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics t be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

60. Fringe Benefits Not Expressed as Hourly Wage Rates

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, and hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

61. Posting Wage Determination Decision and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labors with respect to the various classification of labors and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

62. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provision of this Contract are applicable shall be discharged or in any other manner discriminated against by Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify, in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

63. Claims and Disputes Pertaining to Wage Rates

Claims and disputes pertaining to wage rates or to classification of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by letter through the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

64. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application of interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act (c) the aforesaid Davis-Bacon Act, (d) the regulations of issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (c) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of housing and Urban Development, to the said Secretary's appropriated ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

65. Payroll and Basic Payroll Records of Contractor and Subcontractors

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contribution or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer of mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such

representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

66. Specific Coverage Of Certain Types Of Work By Employees

The transportation of material and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Programs to which this Contract pertains by person employed by the Contractor or any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

67. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United Stated Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

68. Provisions to Be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consisted with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

69. Breach Of Foregoing Federal Labor Standards Provisions

In addition to the cause for termination of this Contractor as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor of any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Standards Provisions may also be grounds for debarment as provided by the applicable regulation issued by the Secretary of Labor, United States Department of Labor.

70. Employment Practices

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be interested the same provision in each construction subcontract.

71. Contract Termination; Debarment

A breach of Section 45 and the Federal Labor Standards Provisions, may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

Client#: 78096 14FJWCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Wortham Insurance & Risk Management 221 West 6th St #1400 Austin, TX 78701 512 453-0031	PHONE (A/C, No, Ext): 512 453-0031	FAX (A/C, No): 5124530041
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
FJW Construction, LLC 905 W. Mitchell Arlington, TX 76013	INSURER A : Continental Casualty Company	20443
	INSURER B : Transportation Insurance Compan	20494
	INSURER C : Continental Insurance Company	35289
	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 [X] PD Ded: $4,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			C4013083782	10/29/2011	10/29/2012	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	$2,000,000
								$
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			C4013083751	10/29/2011	10/29/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10,000			C4013083779	10/29/2011	10/29/2012	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC4013083765	10/29/2011	10/29/2012	[X] WC STATU-TORY LIMITS [ ] 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: San Juan Water/Sewer Improvements - Oblate and Downtown Alleys

Schedule of Forms and Endorsements:

Commercial General Liability Coverage Form CG 00 01 12 07

*Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Form G-140331-C (10/10)

(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County
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

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DESCRIPTIONS (Continued from Page 1)

*Contractors' General Liability Extension Endorsement Form G-18652-1 (7/09)
*Texas Changes - Amendment of Cancellation Provision or Coverage Change Form CG 02 05 12 04
Business Auto Coverage Form CA 00 01 03 10
*Designated Insured Form CA 20 48 02 99
*Waiver of Transfer of Rights or Recovery Against Others To Us (Waiver of Subrogation) Form CA 04 44 03 10
*Changes - Notice of Cancellation or Material Change Form G-300660-A (06/08)
Worker's Compensation and Employers Liability Insurance Policy Form WC 00 00 00 B (7/11)
*Texas Waiver of Our Right to Recover From Others Endorsement WC 42 03 04 A (1/00)

TO CERTIFICATE HOLDER

Our agency has issued the enclosed certificate of insurance on behalf of our client. We want to share with you some important information regarding certificates of insurance.

The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. After this date it will be illegal for an agent or insurance company to issue evidence of insurance on a certificate form that has not been approved by the Texas Department of Insurance (TDI). It is also illegal for anyone to require an agent or insurance company to use a certificate form that has not been approved by the State.

The law provides some guidance on the content and limitations of certificates, as follows:

- A certificate is not a policy or insurance and does not amend, extend, or alter the coverage afforded by the referenced insurance policy.
- A certificate shall not confer to a certificate holder new or additional rights beyond what the policy and endorsements provide.
- A certificate may not contain a reference to a legal or insurance requirement contained in a contract other than the underlying contract of insurance or endorsement to the insurance policy.
- A person may have a legal right to notice of cancellation, nonrenewal or material change or any similar notice only if (1) the person is named within the policy or an endorsement to the policy, and (2) the policy or endorsement, or a state or rule, requires notice to be provided.
- The law confirms that "a certificate of insurance that is executed, issued, or required and that is in violation with this chapter is void and has no effect."

Additional information concerning the new law may be obtained by contacting the TDI (800) 252-3439 or visiting the web site http://www.tdi.texas.gov/rules/informal1216.html.

For this reason, we may not be able to provide some of the specific certificate holder requested information which is outside the scope of the approved document. We are willing to explain each of these items and provide policy endorsements or other information subject to our client's approval.

We hope you will understand our position and ask that you give us a call if you have any questions or comments.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. **Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf

   in the performance of your ongoing operations specified in the "written contract"; or
   c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      (1) The "written contract" requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
   a. Required by the "written contract";
   b. Described in **B.1.** above; or
   c. Afforded to you under this policy.
3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:
   a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
      (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities; or

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b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

   An additional insured under this endorsement will as soon as practicable:

   (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

   (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;

   (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

   (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

   We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph **4.a.** of the Other Insurance Condition is deleted and replaced with the following:

   4. Other Insurance

   a. Primary Insurance

   This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph **b.** below applies.

D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
   a. The "bodily injury" or "property damage"; or
   b The offense that caused the "personal and advertising injury"

   for which the additional insured seeks coverage under this Coverage Part.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE

Coverages are summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

1. **Miscellaneous Additional Insureds**
   7 additional insured extensions.
2. **Employees As Insureds – Health Care Services**
3. **Joint Ventures/Partnership/Limited Liability Companies**
   Coverage for your interest in such terminated or ended organizations.
4. **Expanded Personal And Advertising Injury**
5. **Medical Payments**
   Limits increased to $15,000.
   Reporting increased to three years from the date of accident.
6. **Legal Liability And Borrowed Equipment**
   Extended perils.
   Limit increased to $200,000 for Damage to Premises Rented To You
7. **Non-owned Watercraft**
   Increased to 55 feet.
8. **Non-owned Aircraft Coverage**
9. **Contractual Liability For Personal And Advertising Injury**
10. **Supplementary Payments**
    Cost of bail bonds increased to $2,500.
    Daily loss of earnings increased to $1,000.
11. **Liquor Liability Coverage Extension**
12. **Newly Formed Or Acquired Organizations**
    Coverage extended to the end of the policy period.
13. **Liberalization Clause**
14. **Unintentional Failure To Disclose Hazards**
15. **Notice of Occurrence**
16. **Broad Knowledge of Occurrence**
17. **Aggregate Limits Per Project**
18. **Bodily Injury – Extension of Coverage**
19. **Expected Or Intended Injury**
    Reasonable force – bodily injury or property damage.
20. **Wrap-Up Extension**
21. **Contractual Liability – Railroads**
    Expanded definition of "insured contract."
22. **Blanket Waiver of Subrogation**
    Waiver of subrogation where required by written contract or written agreement.
23. **In Rem Actions**

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1. MISCELLANEOUS ADDITIONAL INSUREDS

Section II Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in Paragraphs **2.a.** through **2.g.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners/Other Interests – Land Is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

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(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs **a.** through **g.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

2. EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES

Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** is deleted.

3. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to **Section II – Who Is An Insured:**

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

a. Prior to the termination date of any joint venture, partnership or limited liability company; or

b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program."

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

B. The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

Except as provided in Paragraph **4.** above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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4. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to **Section V – Definitions,** the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of **Section I – Coverage B –Personal and Advertising Injury Liability** is amended to include the following:

Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

D. This provision **4. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE)** does not apply if **Section I – Coverage B – Personal And Advertising Injury Liability** is excluded either by the provisions of the Coverage Part or by endorsement.

5. MEDICAL PAYMENTS

A. Paragraph **7. Medical Expense Limit,** of **Section III – Limits of Insurance** is deleted and replaced by the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under **Section – I – Coverage C** for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision **5.** (Medical Payments) does not apply if **Section I – Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph **1.a.(3)(b)** of **Section I – Coverage C – Medical Payments,** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

6. LEGAL LIABILITY AND BORROWED EQUIPMENT

A. Under **Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions,** Exclusion **j.** is replaced by the following.

"Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

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(II) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under **Section I – Coverage A – Bodily Injury and Property Damage** the last paragraph of **2. Exclusions** is deleted and replaced by the following.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

C. Paragraph **6. Damage To Premises Rented To You Limit** of **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under **Section – I – Coverage A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $200,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph **4.b.(1)(a)(II)** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

(II) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision **6. (LEGAL LIABILITY AND BORROWED EQUIPMENT)** does not apply if Damage To Premises Rented To You Liability under **Section I – Coverage A** is excluded either by the provisions of the Coverage Part or by endorsement.

7. NON-OWNED WATERCRAFT

Under **Section I – Coverage A,** Exclusion **2.g.,** subparagraph **(2)** is deleted and replaced by the following.

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge.

8. NON-OWNED AIRCRAFT

Exclusion **2.g.** of **Section I – Coverage A – Bodily Injury and Property Damage,** does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. It is rented with a trained, paid crew; and

3. It does not transport persons or cargo for a charge.

9. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY

Exclusion **e. Contractual Liability** of **Section I – Coverage B** is deleted.

10. SUPPLEMENTARY PAYMENTS

A. Under **Section I – Supplementary Payments – Coverages A** and **B,** Paragraph **1.b.,** the limit of $250 shown for the cost of bail bonds is replaced by $2,500:

B. In Paragraph **1.d.,** the limit of $250 shown for daily loss of earnings is replaced by $1,000.

11. LIQUOR LIABILITY

Exclusion **c.** of **Section I – Coverage A** is deleted.

12. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **3.a.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

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Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

13. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

15. NOTICE OF OCCURRENCE

The following is added to Paragraph **2.** of **Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense, Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

16. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph **2.** of **Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense, Claim or Suit:**

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

17. AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A,** and for all medical expenses caused by accidents under **Section I – Coverage C,** which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

1. A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **Coverage C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A,** and for all medical expenses caused by accidents under **Section I – Coverage C,** which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the

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Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Single Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.

D. If a single construction project away from premises owned by or rented to the insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

18. EXPANDED BODILY INJURY

Section V – Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

19. EXPECTED OR INTENDED INJURY

Exclusion **a.** of **Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

20. OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

The endorsement **EXCLUSION – CONSTRUCTION WRAP-UP PROGRAM** which is attached to this policy is amended as follows:

A. If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then it is amended to add the following:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or were involved, this exclusion does not apply to:

1. Your liability for "bodily injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project, or during such operations of anyone acting on your behalf;

2. Your liability for "bodily injury" or "property damage" included within the "products-completed operations hazard" that arises out of those portions of the project that are not "residential structures."

B. The following is added to Paragraph **4.b.(1)** of **Section IV-Commercial General Liability Conditions**

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance program," but only as respects your involvement in that "consolidated (wrap-up) insurance program."

C. The following is added to **Section V – Definitions:**

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

"Residential structure" means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels.

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Residential structure also does not include hospitals or prisons.

21. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in **Section V – Definitions** is replaced by the following:

"Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

22. BLANKET WAIVER OF SUBGROGATION

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**Section IV – Commercial General Liability Conditions**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

23. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION WHICH IS REQUIRED TO BE NAMED AS A RESULT OF A WRITTEN CONTRACT WITH YOU

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The ***Transfer Of Rights Of Recovery Against Others To Us*** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( )Specific Waiver

   Name of person or organization

   (X)Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS LOCATIONS AND OPERATIONS

3. Premium

   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium SEE SCHD

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

AI-31791 **Urban County** **11. C.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Monica **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 1 and the City of La Villa, is requesting authority to purchase Fire Station/Equipment (bunker gear) for the La Villa Volunteer Fire Department. Purchase will be made from Casco Industries, Inc. (contract #363-10) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount for the purchase is $39,631.94 (quote attached), as requested by the Hidalgo County Precinct No. 1 for the La Villa Volunteer Fire Department utilizing UCP FY 23 (2010) Pct. 1 Fire Station/Equipment line item and City of La Villa general funds.

BACKGROUND

The Fire Station/Equipment (bunker gear) will be utilized by the La Villa Volunteer Fire Department.

Vendor:	Casco Industries, Inc.
Purchase Amount:	$39,631.94
Funds Available:	$37,977.34 - FY 23 (2010) – Pct. 1Fire Station/Equipment
City Funds:	$ 1,654.60 – City of La Villa general funds
Total:	$39,631.94

Attachments

revised backup

quote

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/05/2012 08:04 AM
Olga Garza	Olga Garza	04/05/2012 04:27 PM
Purchasing Department	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Mary Flores Started On: 04/04/2012 05:29 PM

Final Approval Date: 04/10/2012

Casco Industries, Inc.

Quotation

14233 INTERDRIVE WEST
HOUSTON, TEXAS 77032

281-442-1800
FAX 281-442-1803

To: LA VILLA VFD/URBAN COUNTY **Attn:** **Fax:** **E-Mail: bper1555@aol.com**	**Ship to:** Same

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
3/06/12	BOB YANCY	45 days	Best Way	DESTINATION	NET 30 Days

Qty	Description	List Price	Unit Price	Total
19	**GLOBE-32782D G-XTREME ADVANCE TAN COAT** ✓ RADIO POCKET ✓ SEPARATING LINER ✓ FLASHLIGHT HOLDER ✓ NYC L/Y TRIM ✓ ARALITE NP THERMAL ✓ RT7100 MOISTURE BARRIER ✓ NOMEX HAND & WRIST GUARDS ✓ "LA VILLA" 3" L/Y LETTERS ON BACK ✓ DRAGONHIDE CUFFS ✓ TRIM TRAX STITCHING ON L/Y TRIM	1,504.55	902.73	17,151.87
19	**GLOBE-42782D G-XTREME ADVANCE TAN PANT** ✓ ARALITE NP THERMAL ✓ RT7100 MOISTURE BARRIER ✓ SUSPENDERS ✓ L/Y TRIPLE TRIM AROUND CUFFS ✓ SILIZONE PADDED KNEES ✓ DRAGONHIDE KNEES & CUFFS	1,133.75	680.25	12,924.75

19	PGI-3038185 2-PLY NOMEX ULTIMATE HOOD, FULL BIB	29.14	22.73	431.87
19	WSC-807600 LUG SOLE BOOTS	247.10	167.96	3,191.24
19	SHELBY-5228 GLOVES	67.99	50.99	961.81
3	CAIRNS-TRDB4C231220 HELMET 1044 DEFENDER WHITE	384.00	230.40	691.20
16	CRN-TRDB1C231220 HELMET 1044 DEFENDER BLACK	384.00	230.40	3,686.40
19	CRN-F6 CUSTOM HELMET FRONT	52.00	31.20	592.80
	NO FREIGHT CHARGE			

Sub Total	**$39,631.94**
Shipping	**0.00**
TOTAL	**$39,631.94**

BOB YANCY / Sales Representative
byancy@cascoindustries.com

Hector Elizondo
Mayor

Joe Contreras
Mayor Pro-Tem

Noel Bernal
City Administrator



Manuel M. Hinojosa
Alderman Pl. 1

Mario Lopez
Alderman Pl. 3

Edward Garcia
Alderman Pl. 4

Joe Reyna
Alderman Pl. 5

April 3, 2012

Joel Quintanilla
Hidalgo County – Precinct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Fire Department Equipment Purchase

Commissioner Quintanilla:

Please be advised that the City of La Villa has received and reviewed the vendor quote for the purchase of Fire Department bunker gear with Urban County recaptured funds from 2010.

Enclosed you will find the price proposal form indicating the price listings in the amount of $39,631.94. The available amount of recaptured funds is $37,977.34.

The City requests that your office authorize the purchase of fire department bunker gear. The City will make a check payable to Urban County of $1654.60 for the amount over the available funding.

If you require additional information regarding this matter, please do not hesitate to contact my office at (956) 262-2122.

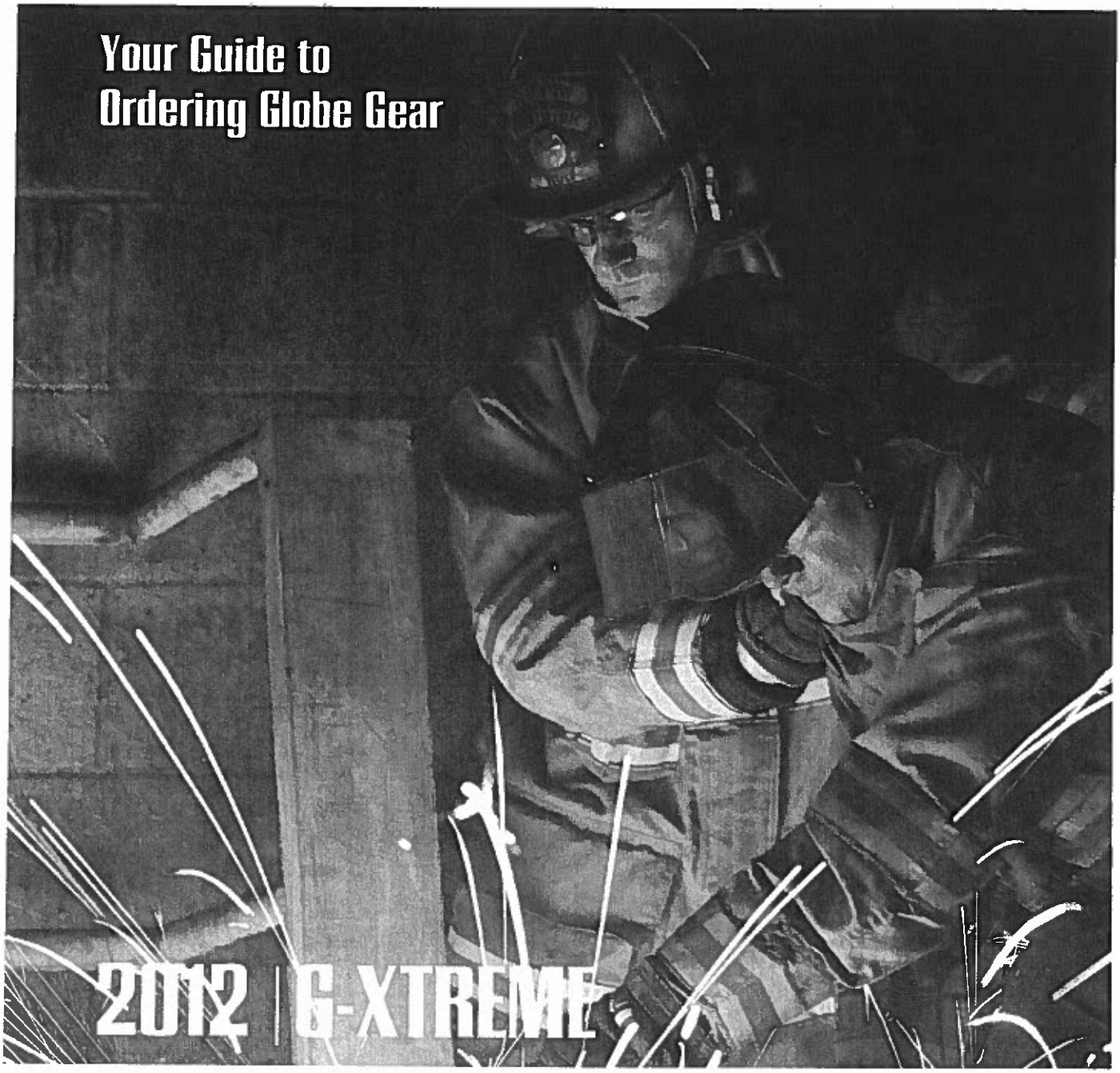
Sincerely,

Noel Bernal
City Administrator

cc: Antonio "Tony" Barco, Deputy Director

Received
APR 4 2012
Urban County Program
By:

P.O. Box 60 • La Villa, Texas 78562 • Office (956) 262-2122 • Fax (956) 262-2536



GLOBE Price List & Order Form

GLOBE

World's Best Turnout Gear

Tel: 800-232-8323 / Fax: 800-442-6388

www.GlobeTurnoutGear.com / info@globefiresuits.com

Effective 2/1/12
Rev GXT12-1

G-XTREME STYLE JACKET and OPTIONS

OVERSIZE CHARGE – ADD 30% FOR SIZE 60+,

A STYLE CODE

B OUTER SHELLS

		(3) G-XTREME
07	NOMEX® IIIA 7.5oz	654.00
11	PBI™ Matrix 7.5oz - Gold	951.00
11	PBI™ Matrix 7.5oz - Black	1020.00
18	Aluminized PBI™ 7.0oz	1020.00
27	ADVANCE™ 7.0oz	710.00
37	Black ADVANCE™ (PCA) 7.0oz	739.00
29	BASOFIL® 7.5oz - Gold	724.00
38	VANTAGE (BASOFIL®) 7.5oz - Gold	724.00
38	VANTAGE (BASOFIL®) 7.5oz - Black	754.00
32	MILLENIA™ XT 7.5oz	1014.00
47	ADVANCE ULTRA® 7.5oz	852.00
34	ARMOR 7.0oz™**	820.00

C THERMAL LINERS

		(3) G-XTREME
68	SYNERGY® (Only with #29 Shell)	341.00
76	Q-8™	N/A
77	CALDURA® SL2	401.00
78	ARALITE® SL2	335.00
82	ARALITE® NP	293.00
83	QUANTUM3D® (2 Lyr)	456.00
63	QUANTUM3D® (1 Lyr)*	436.00
84	CALDURA® NP	374.00
86	CALDURA® SL3	445.00
79	ARALITE® SL3	389.00
81	DEFENDER M® SL2***	337.00
85	GLIDE ****	412.00

* Only available with (F) CROSSTECH® 3-Layer moisture barrier
** Only with GLIDE/ (G) CROSSTECH
*** Only with (G) CROSSTECH at this time - call for availability.
**** Only with MATRIX or ARMOR/ (G) CROSSTECH

D MOISTURE BARRIERS

		(3) G-XTREME
D	GORE™ RT7100	230.00
F	CROSSTECH® 3-Layer	482.00
E	STEDAIR® 3000	214.00
G	BLACK CROSSTECH®	336.00

E TRIM – G-XTREME

	SCOTCHLITE™	TripleTrim	REFLEXITE®	BRILLIANCE®
NFPA Basic 3"	103.60	113.05	86.00	101.90
NYC 3"	132.35	144.45	109.85	130.00
NFPA Vert 3"	112.20	122.45	93.15	110.20
Project Fires	141.00	153.85	117.10	138.50
High Visibility	155.75	169.80	129.40	152.95
NFPA Vert II	104.85	114.30	87.20	103.00
Project Fires II	132.45	144.50	109.95	130.05
High Visibility II	148.25	161.60	123.35	145.60

F LETTERS

SCOTCHLITE™ 2" & 3" L/Y, R/O	2.40 ea.
REFLEXITE® 2" & 3" L/Y	5.40 ea.

F LETTER PATCHES

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
Sew-On	15.45	28.25
Velcro	55.30	80.90
Hanging 5x20	33.25	51.30

G CLOSURES – G-XTREME (8C STANDARD)

5C	Velcro In/Hook & Dee Out	N/C	N/C
6C	Zipper In/Hook & Dee Out (N/A on Aluminized)	5.30	5.30
7C	Hook & Dee In/Velcro Out	25.85	35.95
17C	Snap In/Hook & Dee Out	N/C	N/C

H SIDE POCKETS

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
28P 2x8x8 Expansion Pockets	20.95	30.00
16P 2x10x10 Expansion Pockets	27.70	48.85
2x10x6 Half High Expsion Pockets	23.10	35.15
Pocket Divider	8.15	14.15

I/K EXTRA POCKETS/OPTIONS

Radio Pocket 13P-B 3x3.5x9 13P-K 2x3.5x7 13P-C 2x3.5x8 13P-L 2x3.5x9	42.20	57.20
Antenna Notch in #13P Flap	2.05	2.05
6P 4x9x15 Face Mask Pouch	65.60	89.70
6P Detachable Face Mask Pouch	71.15	102.00
7P 2x3x7.5 Flashlight Pocket	30.35	39.35
8P 2x3x9 Flashlight Pocket	32.70	44.70

J/L OTHER OPTIONS

Self Mic Strap	2.40	3.35
Suede Mic Strap	3.50	3.50
Helmet Snap	4.80	4.80
Dee Ring on Suede Patch	3.25	3.25
Flashlight Snap & Strap w/Velcro	10.20	13.25
Sunlance Flashlight Holder	15.45	19.95
Survivor Flashlight Holder	15.80	20.30
Universal Clip	8.80	11.80

M WRISTERS (4" NOMEX® STANDARD)

NOMEX® Hand & Wrist Guards	7.40	7.40
KEVLAR® Hand & Wrist Guards	7.60	7.60
PBI™ Hand & Wrist Guards	24.65	24.65

N REINFORCEMENTS

POCKETS

DRAGONHIDE™	(Outside) Exp Pocket	40.20	40.20
Grey Suede	(Outside) Exp Pocket	21.00	21.00
Black Suede	(Outside) Exp Pocket	24.65	24.65
ARASHIELD®	(Outside) Exp Pocket	24.35	24.35
KEVLAR® Twill	(Pouch)	33.55	33.55

CUFFS (GREY SUEDE STANDARD)

DRAGONHIDE™	12.65	12.65
Self Material	4.20	12.30
Black Suede	1.65	1.65
ARASHIELD® (Black, Grey, Gold)	8.30	8.30

ELBOWS

DRAGONHIDE™	44.60	44.60
Self Material	20.00	35.05
Grey Suede	16.25	16.25
Black Suede	18.70	18.70
ARASHIELD® (Black, Grey, Gold)	23.65	23.65
Padded Elbows	8.15	8.15

SHOULDERS

DRAGONHIDE™	20.65	20.65
Self Material	10.95	17.00
Grey Suede	12.45	12.45
Black Suede	14.05	14.05
ARASHIELD® (Black, Grey, Gold)	12.65	12.65
Padded Shoulders	12.40	12.40

UPPER BACK

Self Material	15.00	27.05
Padded	12.15	12.15

O MISC

Extra Liner Pocket	14.45	14.45
1S Aramid Shoulder Pads	18.90	18.90
Liner Alert at Hem	24.45	31.80
Embroidered Flag	15.75	15.75
Separating Liner (G-XTREME Only)	17.45	17.45
Individual Box	4.00	

G-XTREME Jacket Order Form

RFQ/P.O. #:_____ Date:_____
Contact:_____
Phone:_____ Page: ___ of:_____

TEL: 800-232-8323 FAX: 800-442-6388
info@globefiresuits.com

CHECK HERE IF QUICK SHIP PROGRAM ☐
(SEE PAGE 8 FOR QUICK SHIP PROGRAM INFORMATION)

CIRCLE OR CHECK APPROPRIATE SELECTIONS. USE ATTACHED SIZING FORM FOR SIZES AND SPECIAL NOTES.
STANDARD FEATURES AND JACKET LENGTHS WILL BE USED UNLESS OTHERWISE SELECTED. Oversize charge – Add 30% for Size 60+.

A STYLE/LENGTH | (3) G-XTREME | ☐ 32" Std QTY. ____ | ☐ 35" QTY. ____ | ☐ 29"(M) QTY. ____ ☐ 29" (F) QTY. ____

B OUTER SHELL

07–NOMEX® IIIA
11–PBI™ Matrix
18–Alum. PBI™
27–ADVANCE™
37–ADVANCE™ (PCA)
29–BASOFIL®
32–MILLENIA™ XT
47–ADVANCE ULTRA®
34–ARMOR

01–Black	02–Yellow	03–Natural	04–Red	05–Tan/Khaki	07–Alum.	09–Blue	10–Gold	20–Dark Gold
■	■	■	■	■		■	■	
■							■	
	■				■			
■				■			■	
							■	
							■	
■	■						■	■
■								

C LINER / D MB

68–SYNERGY®
76–Q-8™
77–CALDURA® SL2
78–ARALITE® SL2
82–ARALITE® NP
83–QUANTUM3D® (2 Lyr)
63–QUANTUM3D® (1 Lyr)
84–CALDURA® NP
86–CALDURA® SL3
79—ARALITE SL3
81—DEFENDER M® SL2
85—GLIDE

D – RT7100	F – CRSTCH®	3-LYR E – STDAR® 3000	G – BLK CRSTCH®
■	■	■	■
	■	■	■
■		■	■
		■	

E TRIM PKG

NFPA Basic 3"
NYC 3"
NFPA Vert. 3"
Project Fires
High Visibility
NFPA Vert II 3"
Project Fires II
High Visibility II

SCOTCHLITE™ L/Y	SCOTCHLITE™ R/O	REFLEXITE® L/Y	TripleTrim L/Y	TripleTrim R/O	BRILLIANCE® L/Y

PRICES

B _____
C _____
D _____
Total B/C/D _____
Over-size $ _____
Sub-total _____

☐ *Check this box if you want periods included in lettering on coat/patch*

F LETTERING (See Lettering Rows on Sizing Form on Page 8) (Indicate Periods in Boxes)

Rows	1	2	3	4	5	6	7	8	9	10	11	12	13	14	ARCH	ON JACKET	ON PATCH	PATCH ATTACHMENT	LETTERS L/Y S'LT	R/O S'LT	L/Y RFX
A															☐	☐	☐	Swn or Velcro 2" 3"			
B															☐	☐	☐	Swn or Velcro 2" 3"			
C															☐	☐	☐	Swn or Velcro 2" 3"			
D															☐	☐	☐	Swn or Velcro 2" 3"			
E															☐	☐	☐	Swn or Velcro 2" 3"			
F 32"															☐	☐	☐	Swn or Velcro 2" 3"			
G 35"															☐			◀ Check Here for Hanging Letter Patch			

Use Row G for Hanging Letter Patch on 32"

G CLOSURE | 5C | 6C (N/A on Aluminized) | 7C | 8C (Std) | 17C

H SIDE PKTS | Std | 2x8x8 | 2x10x10 | 2x10x6 | Pkt Divider | Other:

I RC X PKT | None | 13PB | 13PC | 13PL | 13PK | 6P | 6P(DET) | 7P | 8P | Other:

J RC OTHER | None | Self Mic | Helmet Snap | D-Ring | U-Clip | Other:

K LC X PKT | None | 13PB | 13PC | 13PL | 13PK | 7P | 8P | Other:

L LC OTHER | None | Self Mic | Helmet Snap | D-Ring | U-Clip | Other:

M WRISTERS | Std | NOMEX® HWG | KEVLAR® HWG | PBI™ HWG | Other:

N REINFORCEMENTS

	DRAGONHIDE™	Self Material	MILLENIA™ XT	Grey Suede	Black Suede	Grey ARASHIELD®	Gold ARASHIELD®	Black ARASHIELD®	Padded	KEVLAR®
Side Pkts		Std							■	
Cuffs				Std					■	
Elbows									■	
Shoulders									■	
Back	■			■	■	■	■	■	■	

O MISC _____

G _____
H _____
I _____
J _____
K _____
L _____
M _____
N _____
O _____

Crd OK:	Ack Date:	C-Tag#:	P-Tag#:	Invoice#:	TOTAL

G-XTREME PANTS and OPTIONS

OVERSIZE CHARGE – ADD 30% FOR SIZE 60+

A STYLE CODE

B OUTER SHELLS

		(4) G-XTREME
07	NOMEX® IIIA 7.5oz	503.00
11	PBI™ Matrix 7.5 oz - Gold	737.00
11	PBI™ Matrix 7.5 oz - Black	791.00
18	Aluminized PBI™ 7.0 oz	774.00
27	ADVANCE™ 7.0 oz	548.00
37	Black ADVANCE™ (PCA) 7.0 oz	570.00
29	BASOFIL® 7.5 oz - Gold	558.00
38	VANTAGE (BASOFIL®) 7.5 oz - Gold	558.00
38	VANTAGE (BASOFIL®) 7.5 oz - Black	578.00
32	MILLENIA™ XT 7.5 oz	790.00
47	ADVANCE ULTRA® 7.5oz	661.00
34	ARMOR® 7.0oz**	636.00

C THERMAL LINERS

		(4) G-XTREME
68	SYNERGY® (Only with #29 Shell)	272.00
76	Q-8™	N/A
77	CALDURA® SL2	327.00
78	ARALITE® SL2	267.00
82	ARALITE® NP	229.00
83	QUANTUM3D™ (2 Lyr)	375.00
63	QUANTUM3D™ (1 Lyr)*	352.00
84	CALDURA® NP	301.00
86	CALDURA® SL3	366.00
79	ARALITE® SL3	315.00
81	DEFENDER M® SL2***	268.00
85	GLIDE ****	336.00

* Only available with (F) CROSSTECH® 3-Layer moisture barrier
** Only with GLIDE/ (G) CROSSTECH
*** Only with (G) CROSSTECH at this time - call for availability.
**** Only with MATRIX or ARMOR/ (G) CROSSTECH

D MOISTURE BARRIERS

		(4) G-XTREME
D	GORE™ RT7100	188.00
F	CROSSTECH® 3-Layer	409.00
E	STEDAIR® 3000	176.00
G	BLACK CROSSTECH®	283.00

E TRIM

	SCOTCHLITE™	TripleTrim	REFLEXITE®	BRILLIANCE®
3" Around Cuffs	30.45	32.25	25.15	29.90
3" Down Legs	45.95	50.30	39.00	45.10

F LETTERS

SCOTCHLITE™ 2" & 3" L/Y, R/O	2.40 ea.
REFLEXITE® 2" & 3" L/Y	5.40 ea.

F LETTER PATCHES

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
Sew-On	15.45	28.25
Velcro	55.30	80.90

F NUMBER PATCHES (4 X 4 STANDARD)

Sew-On	6.15	9.20
Velcro	20.55	23.55

G CLOSURES

Zipper Fly	3.40
Zipper/Velcro Fly	9.10
Velcro Fly	STD
Snaps	NO CHARGE

H SIDE POCKETS – G-XTREME (16P STANDARD)

28P 2x8x8 Expansion Pockets	70.45	115.60
Pocket Divider	8.15	14.15
LifeLine Rope Pocket	35.95	52.75
Wallet Pocket (single)	15.15	21.55

I REINFORCEMENTS

		NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
POCKETS			
DRAGONHIDE™	(Outside) Exp Pocket	40.20	40.20
Grey Suede	(Outside) Exp Pocket	21.00	21.00
Black Suede	(Outside) Exp Pocket	24.65	24.65
ARASHIELD®	(Outside) Exp Pocket	24.35	24.35
KEVLAR® Twill	(Pouch)	33.55	33.55
CUFFS (GREY SUEDE STANDARD)			
DRAGONHIDE™		33.35	33.35
Self Material		8.75	24.75
Black Suede		2.35	2.35
ARASHIELD® (Black, Grey, Gold)		10.60	10.60
KNEES			
DRAGONHIDE™		51.85	51.85
Self Material		22.30	40.35
Grey Suede		26.90	26.90
Black Suede		31.40	31.40
ARASHIELD® (Black, Grey, Gold)		29.45	29.45
SILIZONE™ Padded Knee		39.20	39.20
Padded Knees (ARAFIL® & Thermal Liner)		19.20	19.20
Extra Layer #76 Knee Padding on Outer Shell		12.50	12.50
Extra Layer #76 Knee Padding on Liner Knee		9.45	9.45
REMOVEABLE KNEES			
DRAGONHIDE™ Knees		53.10	53.10
Self Knees		33.40	45.45
Suede Knees		37.90	37.90
ARASHIELD® Knees		38.30	38.30
Padding for Knees		19.20	19.20
SILIZONE™		39.20	39.20

K SUSPENDERS (ALL LENGTHS)

	Regular	w/Trim
RIP-CORD SUSPENDERS		
Black Padded Rip-Cord H-Back (Standard)	Included with pants	16.55 addl

L MISC

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
Rappelling Harness Loops	43.95	48.05
Liner Alert at Cuffs	24.45	31.80
Water Proof Dam at Cuffs	31.05	31.05
Spanner Pocket w/Suede	35.30	47.40
Separating Liner (G-XTREME Only)	12.10	12.10
Utility Loops	34.10	47.90
Zipper Legs	181.90	214.90
Individual Box	4.00	

G-XTREME Pants Order Form

RFQ/P.O. #: _____ Date: _____
Contact: _____
Phone: _____ Page: ___ of: ___

TEL: 800-232-8323 FAX: 800-442-6388
info@globefiresuits.com

CHECK HERE IF QUICK SHIP PROGRAM ☐
(SEE PAGE 8 FOR QUICK SHIP PROGRAM INFORMATION)

CIRCLE OR CHECK APPROPRIATE SELECTIONS. USE ATTACHED SIZING FORM FOR SIZES AND SPECIAL NOTES.
STANDARD FEATURES WILL BE USED UNLESS OTHERWISE SELECTED. Oversize charge – Add 30% for Size 60+.

A STYLE ☐ (4)-G-XTREME QTY. ____

B OUTER SHELL

	01–Black	02–Yellow	03–Natural	04–Red	05–Tan/Khaki	07–Alum.	09–Blue	10–Gold	20–Dark Gold
07–NOMEX® IIIA	☐	☐	☐	☐	☐	☐	☐	☐	☐
11–PBI™ Matrix	☐							☐	
18–Alum. PBI™						☐			
27–ADVANCE™		☐							
37–ADVANCE™ (PCA)	☐							☐	
29–BASOFIL®									
32–MILLENIA™ XT								☐	
47–ADVANCE ULTRA®	☐	☐							
34–ARMOR								☐	

C LINER / D MB

	D–RT7100	F–CRSTCH®	3-LYR E–STDAR® 3000	G–BLK CRSTCH®
68–SYNERGY®	☐	☐	☐	☐
76–Q-8™				
77–CALDURA® SL2				
78–ARALITE® SL2				
82–ARALITE® NP				
83–QUANTUM3D® (2 Lyr)				
63–QUANTUM3D® (1 Lyr)	☐		☐	
84–CALDURA® NP				
86–CALDURA® SL3				
79—ARALITE SL3				
81—DEFENDER M® SL2				
85—GLIDE				

E TRIM PKG

	SCOTCHLITE™ L/Y	SCOTCHLITE™ R/O	REFLEXITE® L/Y	TripleTrim L/Y	TripleTrim R/O	BRILLIANCE® L/Y
3" Around Cuffs	☐	☐	☐	☐	☐	☐
3" Down Legs	☐	☐	☐	☐	☐	☐

PRICES

B _____
C _____
D _____
Total B/C/D _____
Over-size $ _____
Sub-total _____
E _____

F LETTERING

	1	2	3	4	5	6	7	8	ON PANTS	ON PATCH	PATCH ATTACHMENT		LETTERS/ NUMBERS		L/Y S'LT	R/O S'LT	L/Y RFX
									☐	☐	Swn	Velcro	2"	3"	☐	☐	☐
									☐	☐	Swn	Velcro	2"	3"	☐	☐	☐

F _____

☐ *Check this box if you want periods included in lettering on pant/patch*

SPECIFY LOCATION _____

G CLOSURE Std | Zipper & Velcro — **OTHER** _____ G _____

H SIDE PKTS 2 x 10 x 10 *Std* | 2 x 8 x 8 | Rear Patch Pkts *Wallet Pkt (single)* — **OTHER** _____ H _____

I REINFORCEMENTS

	DRAGONHIDE™	Self Material	MILLENIA® XT	Grey Suede	Black Suede	Grey ARASHIELD®	Gold ARASHIELD®	Black ARASHIELD®	Padded	KEVLAR®	SILIZONE™
Side Pkts	☐	Std	☐	☐	☐	☐	☐	☐	☐	☐	☐
Cuffs	☐	☐	☐	Std	☐	☐	☐	☐	☐	☐	☐
Knees	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Removeable Knees	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

I _____

K SUSPENDER | Padded Rip-Cord *(Std)*

J _____
K _____

OTHER _____

L MISC _____ L _____

Crd OK:	Ack Date:	C-Tag#:	P-Tag#:	Invoice#:	TOTAL

Rev. GXT12-1, 2/1/12

ACCESSORIES

SUSPENDERS

800307 – Super Duty Suspenders (Patented)	27.10
800321 – H-Back Suspenders (Replacement)	25.90
800309 – Long Super Duty Suspenders	27.10
800322 – Long H-Back Suspenders	25.90
800507 – Super Duty Suspenders w/Rip-Cord Take-Up	28.40
800509 – Long Super Duty Suspenders w/Rip-Cord Take-Up	28.40
800521 – H-Back Suspenders w/Rip-Cord Take-Up	29.90
800522 – Long H-Back Suspenders w/Rip-Cord Take-Up	29.90
800621 – Black Padded Rip-Cord H-Back Suspenders (Available in X-Short, Short, Regular and Long)	48.85
800500P – Removable Shoulder Pads All Suspenders (Pair)	46.30
801008 – Suspender Button Kit (8 Per Set)	6.05
800725 – X-Back Rip-Cord Suspenders	49.65

SUSPENDERS WITH TRIM

800307T* – Super Duty Suspenders	39.05
800309T* – Long Super Duty Suspenders	39.05
800321T* – H-Back Suspenders	37.20
800322T* – Long H-Back Suspenders	37.20
800507T* – Super Duty Suspenders w/Rip-Cord Take-Up	35.30
800509T* – Long Super Duty Suspenders w/Rip-Cord Take-Up	35.30
800521T* – H-Back w/Rip-Cord Take-Up Suspenders	38.45
800522T* – Long H-Back w/Rip-Cord Take-Up Suspenders	38.45

NOTE: * Denotes Color of Trim, Insert 1(Silver), 2(Lime/Yellow), 4(Red/Orange)

SOLD SEPARATE

Jacket – Suede Cuffs	6.90
Jacket – ARASHIELD® Cuffs	13.30
Jacket – DRAGONHIDE™ Cuffs	22.80
Pants – Suede Cuffs	9.60
Pants – ARASHIELD® Cuffs	18.95
Pants – DRAGONHIDE™ Cuffs	33.20

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
Jacket – Self Material Cuffs	8.05	17.10
Pants – Self Material Cuffs	14.60	32.65

SOLD SEPARATE – WRISTERS

800415 – NOMEX® Wristers	6.40
190515K – KEVLAR® Wristers	7.10
390549P – PBI™ Wristers	16.70
800409N – NOMEX® Hand and Wrist Guards	10.25
800409 – KEVLAR® Hand and Wrist Guards	14.25
800409P – PBI™ Hand and Wrist Guards	32.50

THREAD

190741 – Bobbin of NOMEX® 24/4 Thread – 20 Yards	2.35
190764 – Spool of NOMEX® 24/4 Thread – 6000 Yards	172.00

NOTE: Specify Color – Black, Ash

LETTERS and TRIM

LETTERS ON JACKET

SCOTCHLITE™ 4"	8.60 per letter
SCOTCHLITE™ 5"	9.70 per letter
SCOTCHLITE™ 6"	10.90 per letter
SCOTCHLITE™ 7"	13.65 per letter
SCOTCHLITE™ 8"	15.35 per letter
SCOTCHLITE™ 9"	17.25 per letter
SCOTCHLITE™ 10"	20.35 per letter
SCOTCHLITE™ 12"	26.60 per letter

TRIM	Yard	Foot
1" SCOTCHLITE™	4.15	1.40
3" SCOTCHLITE™	12.45	4.15
SCOTCHLITE™ TripleTrim	13.90	4.65
3" REFLEXITE® – Lime/Yellow	9.75	3.25
3" BRILLIANCE® – Lime/Yellow	12.15	4.05

TRIM BY ROLL

109 yd. Roll 1" SCOTCHLITE™	452.95
109 yd. Roll 3" SCOTCHLITE™	1,358.95
109 yd. Roll 3" SCOTCHLITE™ TripleTrim	1,515.85
200 ft. Roll 3" REFLEXITE® – Lime/Yellow	649.80
109 ft. Roll 3" BRILLIANCE® – Lime/Yellow	1,327.40

LETTERS – SOLD SEPARATE

SCOTCHLITE™ 2" and 3"	1.75 per Letter
REFLEXITE® 2" and 3"	4.60 per Letter

Minimum Order of 5 Letters.

LETTER PATCHES	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
Sew-On	15.45	28.25
Velcro	55.30	80.90
Hung Patch 5" X 20" (Attached with (4) Snaps & Velcro Rectangular Patch is Standard.	33.25	51.30

SLEEVE PATCHES

Sew-On	6.15	9.20
Velcro	20.55	23.55

NOTE: 4" X 4" or 4" X 7" AVAILABLE

MISCELLANEOUS

80101321 – 20" Zipper	11.75
80101422 – 22" Zipper	11.75
801003 – Snap Fastener Kit	5.00
801002 – Tool Kit	17.25
801001 – Speedie Rivet Kit	4.25
801000 – Snap and Dee w/Leathers	4.20
8010002 – Jacket Snap	2.45 ea
8010003 – Dee Ring	.50 ea
801015 – Leathers for Snaps	.40 ea
801016 – Leathers for Dee-Rings	.30 ea
801008 – Suspender Button Kit	6.05

Embroidered Flag	15.75
Individual Box	4.00

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™ XT
Pocket/Option Patch	12.45	26.00

GLOBE Sizing Form

TEL: 800-232-8323 FAX: 800-442-6388
info@globefiresuits.com

RFQ/P.O. #: _____ Date: _____
Contact: _____
Phone: _____ Page: ___ of: ___

CHECK HERE IF QUICK SHIP PROGRAM ☐
(SEE PAGE 11 FOR QUICK SHIP PROGRAM INFORMATION)

DEALER: _____

SHIP TO: _____

NOTES AND INSTRUCTIONS

Qty	Chest	Sleeve	Is Jacket Womens Cut?	Unique Lettering for Jacket	Qty	Waist	Inseam	HIP(W)	Unique Lettering for Pants	Is Pant Womens Cut?	Mark-For (Max. of 15 letters)

Crd OK:	Ack Date:	C-Tag#:	P-Tag#:	Invoice#:

GLOBE QUICK SHIP PROGRAM

AVAILABLE ON G–XTREME STYLE

Quick Ship Time ▶ 17 to 24 Days

Large Selection of Materials and Colors
All Standard Materials and Colors are Available

Large Selection of Options
All Standard Options are Available – Lettering Available Only on Back of Jacket.

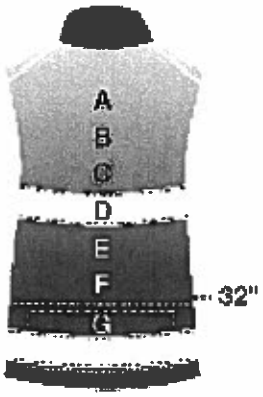
- ▶ Orders Must be Submitted on This Custom Order Form
- ▶ Pricing is Based on Distributors Standard Discount, Less 5 Points
- ▶ Orders Shipped for Second Day Delivery
- ▶ Maximum Order Size – 40 Pieces

EXCEPTION TO QUICK SHIP PROGRAM

All items on price list are available for Quick Ship Program with the exception of those listed below

- Hem Rope pocket
- 4" or larger letters
- Zipper legs
- Replaceable or removable knees
- Kevlar belt with dee ring
- All mask pouch pockets – sewn or detachable
- All escape belt pants
- Any escape pockets (rope pockets)
- Trim on pants pockets
- Thermal sleeve well
- Reversed closures
- Environmental Seal
- Insert Torso pocket

G-XTREME, LETTERING GUIDELINES



AVERAGE MAXIMUM LETTERS		
Per 1-Line Letter Patch	2"	3"
Row A	12	8
Row B	13	9
Row C	13	9
Row D	13	9
Row E	12	8
Row F	12	8
Row G	12	8

This chart provides basic guidelines for the amount of lettering available in specific locations. It also reflects available space on a 1-line letter patch. In some cases, more room is available when the lettering is applied directly to the back of the Jacket and not on a patch. If more room is required, arching the letters may be a solution.

GLOBE MEASUREMENT INSTRUCTIONS

IMPORTANT: Globe turnouts are custom-tailored and sizes differ from street clothes. Extra care in measuring is needed to assure accurate fit. PLEASE USE ACTUAL MEASUREMENTS AS INDICATED BELOW.

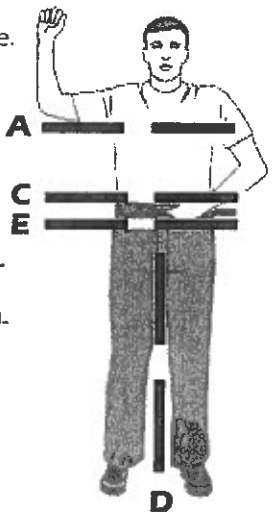
A CHEST – Have firefighter take and hold a deep breath. Measure under arms and around fullest part of chest (bust).

B SLEEVE – No need to measure since sleeves are designed proportionate to chest size. However, if unusually short or long arms: bend elbow and hook thumb under belt buckle, and beginning at center of back of neck, measure across top of shoulders, around point of elbow to midpoint from wrist bone to knuckles.

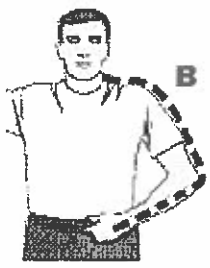
C WAIST – Be sure tools (belt buckles, beepers, etc.) are taken into consideration when applicable.

D INSEAM – Wearing normal station wear, measure from crotch inner seam to ankle bone.

E HIPS (WOMEN ONLY) – Measure around fullest part of hips.



- ▶ DO NOT take own measurements.
- ▶ Stand straight but relaxed, feet about 12" apart.
- ▶ Wear identical clothing and accessories that will be worn under turnout.
- ▶ Use a high quality non-stretch tape, holding it straight and snug so that it lies smooth without indenting the body. (Be sure you start with low end numbers.)
- ▶ List any special considerations such as unusual height, weight or physical characteristics.



B MEASUREMENT (begin at center of back of neck, follow diagram and instructions, end midway between wrist bone and knuckles)

GLOBE products are manufactured by Globe Manufacturing Company, LLC or Globe Manufacturing Company – OK, LLC.
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Rev. GXT12-1, 2/1/12



An Employee Owned
Celebrating 120 Years
Effective : January 23rd, 2012
Weinbrenner Shoe Company
108 South Polk Street
Merrill, Wisconsin 54452
www.weinbrennerusa.com
csd@weinbrennerusa.com



UNIFORM & FIRE

Stock #	Cost	MAP	MSRP
161-0045			105.00
161-0100			129.00
161-0200			115.00
161-0300			135.00
161-0555			40.00
161-0777			26.00
161-0888			30.00
161-0999			42.00
161-7771			26.00
504-6369			408.00
504-6371			450.00
504-6373			466.00
504-6378			560.00
504-6379			326.00
504-6383			542.00
504-6391			424.00
504-6391M			437.00
507-6000			247.00
507-6001			247.00
507-6003			182.00
507-6004			319.00
531-6103			123.00
531-6303			109.00
534-6047			127.00
534-6145			143.00
534-6333			139.00
534-6342			178.00
534-6371			322.00
534-6373			328.00
534-6381+			278.00
534-6501			114.00
534-6555			154.00
534-6574			169.00
534-6905			150.00
534-6906			154.00
534-6908			150.00
534-6931			148.00
534-6932			154.00
534-6933			159.50
804-6026			143.00
804-6032			151.00
804-6037			144.00
804-6038			126.00
804-6086			103.00
804-6091			118.00
804-6111			159.00
804-6180			91.00
804-6190			112.00
804-6191			118.00
804-6369			408.00
804-6371			450.00
804-6373			466.00

THOROGOOD UNIFORM 2012

Stock #	Cost	MAP	MSRP
804-6378			560.00
804-6379			326.00
804-6383			542.00
804-6391			424.00
804-6391M			437.00
804-6446			224.00
804-6449			88.00
804-6522			82.00
804-6905			156.00
804-6908			156.00
807-6000			247.00
807-6001			247.00
807-6003			182.00
807-6004			319.00
831-6027			113.00
831-6031			66.00
831-6032			75.00
831-6114			140.00
831-6803			125.00
831-6823			164.00
831-6833			157.00
834-6027			127.00
834-6028			138.00
834-6041			72.00
834-6051			140.00
834-6056			156.00
834-6075			177.00
834-6086			85.50
834-6087			91.50
834-6094			176.00
834-6111			202.00
834-6130			142.00
834-6180			87.00
834-6196			108.00
834-6211			154.00
834-6218			102.00
834-6219			106.00
834-6246			159.00
834-6290			93.00
834-6291			97.00
834-6328			139.00
834-6329			146.00
834-6330			124.00
834-6520			70.00
834-6522			76.00
834-6523			82.00
834-6526			98.00
834-6528			104.00

THOROGOOD UNIFORM 2012

UNIFORM & FIRE

Stock #	Cost	MAP	MSRP
834-6333			139.00
834-6342			178.00
834-6345			144.00
834-6371			322.00
834-6373			328.00
834-6381+			278.00
834-6444			154.00
834-6501			114.00
834-6574			171.00
834-6731			183.00
834-6760			188.00
834-6777			182.00
834-6808			286.00
834-6845			139.00
834-6874			169.00
834-6888			133.00
834-6905			150.00
834-6906			154.00
834-6907			150.00
834-6908			150.00
834-6931			148.00
834-6932			154.00
834-6933			159.50
834-7991			137.00
584-6002			13.50
589-7009			8.50
884-6001			13.50
884-6002			18.50
884-6241			19.50
884-6341			20.50
884-6441			20.50
884-6541			20.50
884-6641			20.50
884-6642			20.50
888-1003			10.00
888-1005			10.00
888-1006			15.30
888-1007			14.30
888-1008			15.30
888-1009			15.30
888-6001			10.00
888-6003			27.00
888-9003			10.00
888-9009			14.30
889-2000			10.00
889-3004			8.50
889-6007			9.50
889-6008			12.00
889-6009			14.00
889-6018			15.00
889-8000			10.00

THOROGOOD UNIFORM 2012

12/21/11

COBRA™ FIRE FIGHTING AND ARC RESISTANT HOODS

SUGGESTED LIST PRICE LIST

The *Cobra*™ hood line features our Comfort Plus™ (Nomex/Lenzing FR®) liner. The *Original Cobra* ™ hood line has the exact same features and construction as the Cobra hood line with the exception of the liner, which will be the same fabric as the outer shell.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

COBRA™ ULTIMATE™ with Comfort Plus™ Liner

Double ply hood featuring Comfort Plus™ liner. The Comfort Plus™ liner is the softest, most comfortable flame resistant liner available. Fabric wicks moisture off the skin, keeping the wearer drier and more comfortable. X-Long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description	Suggested List Price
3038185	30180	Nomex ® (Meta Aramid) / Lenzing FR® with Comfort Plus™ Liner ⚠ Arc Rating: ATPV = 8.8 **HRC 2**	$27.40
3038285	30179	PBI® / Lenzing FR® with Comfort Plus™ Liner	34.87
3038385	30177	P84® / Lenzing FR® with Comfort Plus™ Liner	35.27

Original COBRA™ ULTIMATE™

Double ply hood throughout; X-long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description	Suggested List Price
3048085	30181	100% Nomex® (Meta Aramid)	$33.27
3048285	30178	PBI® / Lenzing FR®	40.89
3048385	30176	P84® / Lenzing FR®	36.19
3049298	N/A	Carbon Shield™ ⚠ Arc Rating: ATPV = 23.3 **HRC 2**	40.26
3042285	New	Meta Aramid / Lenzing FR® ⚠ Arc Rating: ATPV = 9.2 **HRC 2**	26.19
3042185	New	Ara-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 10.7 **HRC 2**	25.52
3042093	New	Para-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 34.4 **HRC 3**	27.47

Note: Hoods recommended for arc flash are indicated with a triangle arc symbol ⚠ and corresponding ATPV Arc Rating and Hazard Risk Category (HRC) Rating. The higher the ATPV rating the greater the protection.

SHELBY SPECIALTY GLOVES

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U.S.A. Distributor Price List
Effective: August 1, 2010

YOUR SINGLE SOURCE™

	STYLE NO.	COLOR	SIZE	LIST PRICE PER PAIR
RESCUE/EXTRICATION	2500	Chartreuse	S, M, L, XL, J	$ 46.99
	Shelby Xtrication Glove			
	2511	Black/Blue	S, M, L, XL, J	$ 59.99
	NEW Shelby Extrication with barrier			
	2517	Black	S, M, L, XL	$ 7.99
	Knit, Dipped Palm			
	2515	Tan/Black	S, M, L, XL	$ 32.99
	Deer Skin Rescue Glove			
	2516	Gray/Black	S, M, L, XL	$ 33.99
	Goat Skin Rescue Glove			
	2518	Black	S, M, L, XL, J	$ 34.99
	NEW Pre-Curved Rope Rescue Glove			
	2533	Cream	XS, S, M, L, XL, J	$ 28.99
	Pigskin, SKINS Rescue/Wildland Glove			
FIRE	5002	Tan/Black	XS, S, M, L, XL, *J	$ 36.99
	Pigskin, Wildland/Rescue, w/wristlet		*add $1.50 for Jumbo Size	
	5012	Blue/Black	XS, S, M, L, XL, *J	$ 38.99
	Cowhide w/wristlet, Fed, Cal-Osha		*add $1.50 for Jumbo Size	
	5013	Blue/Black	XS, S, M, L, XL, *J	$ 36.99
	Cowhide w/o wristlet, Fed, Cal-Osha		*add $1.50 for Jumbo Size	
	4235	Tan	XS, S, M, L, XL, *J	$ 38.99
	Pigskin, w/o wristlet, Fed, Cal-Osha		*add $1.50 for Jumbo Size	
	5009	Tan	XXS, XS, S, M, L, XL, *J	$ 41.99
	Pigskin w/wristlet, Fed, Cal-Osha		*add $1.50 for Jumbo Size	
FIRE - NFPA COMPLIANT	5226	FDP Tan/Black	XXS, XS, S, M, L, XL, *J	$ 66.99
	Pigskin w/wristlet, NFPA		*add $1.50 for Jumbo Size	
	5226	FDP Tan	XXS, XS, S, M, L, XL, *J	$ 65.99
	Pigskin w/o wristlet, NFPA		*add $1.50 for Jumbo Size	
	5227	FDP Blue	XXS, XS, S, M, L, XL, *J	$ 64.99
	Koala Cow w/ wristlet, NFPA		*add $1.50 for Jumbo Size	
	5228	FDP Blue	XXS, XS, S, M, L, XL, *J	$ 63.99
	Koala Cow w/o wristlet, NFPA		*add $1.50 for Jumbo Size	
	5280	FDP Gold/Tan	XXS, XS, S, M, L, XL, *J	$ 73.99
	Elk/Pig w/wristlet, NFPA		*add $1.50 for Jumbo Size	
	5280G	FDP Gold/Tan	XXS, XS, S, M, L, XL, *J	$ 72.99
	Elk/Pig w/o wristlet, NFPA		*add $1.50 for Jumbo Size	
	5282	FDP Gold	XXS, XS, S, M, L, XL, *J	$ 74.99
	Elk w/wristlet, NFPA		*add $1.50 for Jumbo Size	
	5282G	FDP Gold	XXS, XS, S, M, L, XL, *J	$ 73.99
	Elk w/o wristlet, NFPA		*add $1.50 for Jumbo Size	
	5229	FDP Blue/Gold	XS, S, M, L, XL, *J	$ 77.99
	Firewall Steamblock, NFPA		*add $1.50 for Jumbo Size	
	5284	Yellow/Blue	XS, S, M, L, XL, *J	$109.99
	Kevlar, CDG w/wristlet, NFPA		*add $1.50 for Jumbo Size	
	5285	Yellow/Blue	XS, S, M, L, XL, *J	$107.99
	Kevlar, CDG w/o wristlet, NFPA		*add $1.50 for Jumbo Size	
	5200/5200G	FDP Silver/Black	S, M, L, XL, *J	$130.99
	Kevlar Aluminized w/wristlet, NFPA		*add $1.50 for Jumbo Size	
	5281 NEW	Blue	XXS, XS, M, L, XL, *J	$ 78.99
	Cow, CT, w/ wristlet, NFPA		*add $1.50 for Jumbo Size	
	5283 NEW	Blue	XXS, XS, S, M, L, XL, *J	$ 77.99
	Cow, CT, w/o wristlet, NFPA		*add $1.50 for Jumbo Size	
SALE KIT	1100 NEW	White	One Size Fits All	$ 1.99
	Cotton Skiwies SOLD BY THE CASE ONLY			
	1000	Rollout Sales Kit		

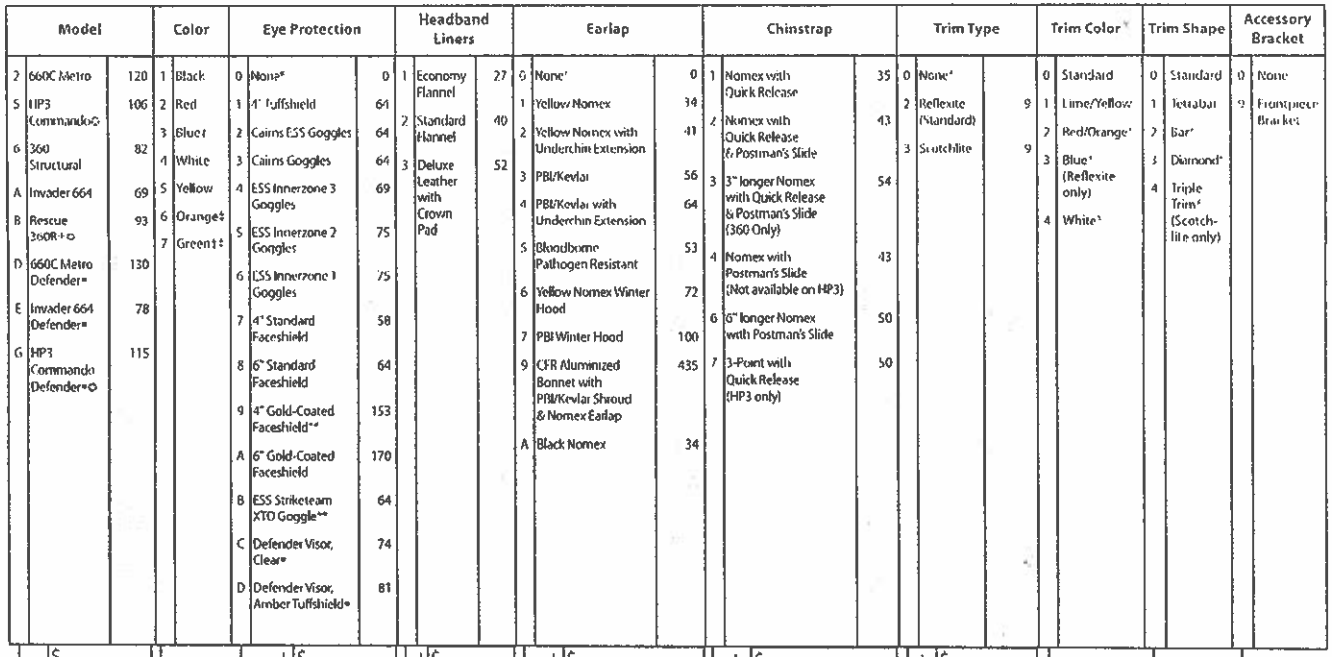
TERMS OF SALE

PAYMENT TERMS: NET 30 DAYS from date of invoice with approved credit. **FREIGHT TERMS:** Freight PREPAID on single shipment totaling $3,500.00. **MINIMUM ORDER:** $500 PER SHIPMENT. **RETURN POLICY:** No goods will be accepted for return unless there is a quality issue, shipping error or product recall. Under no circumstances are Shelby Products to be sold outside the continental United States. No advertised price below listed Minimum Advertised Price (MAP)

We reserve the right to make changes in our prices, products and specification without notification.

Cairns® Modern Helmets

Ordering Selection Matrix and Price List
All Prices in U.S. Dollars • Prices Effective January 1, 2012



Model			Color		Eye Protection		Headband Liners		Earlap		Chinstrap		Trim Type		Trim Color*		Trim Shape		Accessory Bracket	
2	660C Metro	120	1	Black	0	None*	0	1	Economy Flannel	27	0	None*	0	1	Nomex with Quick Release	35	0	None*	0	Standard	0	Standard	0	None
S	HP3 Commando‡	106	2	Red	1	4" Tuffshield	64				1	Yellow Nomex	34				2	Reflexite (Standard)	9	Lime/Yellow	1	Teardrop	9	Front-piece Bracket
			3	Blue‡	2	Cairns ESS Goggles	64	2	Standard Flannel	40	2	Yellow Nomex with Underchin Extension	41	2	Nomex with Quick Release & Postman's Slide	43	3	Scotchlite	9	Red/Orange*	2	Bar*		
6	360 Structural	82	4	White	3	Cairns Goggles	64				3	PBI/Kevlar	56							Blue* (Reflexite only)	3	Diamond*		
A	Invader 664	69	5	Yellow	4	ESS Innerzone 3 Goggles	69	3	Deluxe Leather with Crown Pad	52	4	PBI/Kevlar with Underchin Extension	64	3	3" longer Nomex with Quick Release & Postman's Slide (360 Only)	54					4	Triple Trim* (Scotch-lite only)		
B	Rescue 360R†○	93	6	Orange‡	5	ESS Innerzone 2 Goggles	75				5	Bloodborne Pathogen Resistant	53	4	Nomex with Postman's Slide (Not available on HP3)	43				White*				
			7	Green‡‡	6	ESS Innerzone 1 Goggles	75				6	Yellow Nomex Winter Hood	72											
D	660C Metro Defender*	130			7	4" Standard Faceshield	58				7	PBI Winter Hood	100	6	6" longer Nomex with Postman's Slide	50								
E	Invader 664 Defender*	78			8	6" Standard Faceshield	64				9	CFR Aluminized Bonnet with PBI/Kevlar Shroud & Nomex Earlap	435	7	3-Point with Quick Release (HP3 only)	50								
G	HP3 Commando Defender*○	115			9	4" Gold-Coated Faceshield**‡	153				A	Black Nomex	34											
					A	6" Gold-Coated Faceshield	170																	
					B	ESS Striketeam XTO Goggle**	64																	
					C	Defender Visor, Clear*	74																	
					D	Defender Visor, Amber Tuffshield*	81																	

$ + $ + $ + $ + $ + $ + $

C-MOD- | Part Number | Quantity | = Total Modern Helmet Cost: $

All Pricing in U.S. Dollars

* Not NFPA compliant
† Not available on 360
‡ Not available on Invader 664
** Available only on 360 and HP3
‡‡ Not all colors available in all types and shapes
† Rescue 360R not available with faceshield
* Must specify Defender Visor in both model & eye protection sections
* NFPA 1951 compliant only
○ Also compliant to NFPA 1971

ID 3600-31-MC / October 2011
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MSA
The Safety Company

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
casco
(•) All
( ) Vendor Discounts Only
( ) Catalog Pricing Only

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Vendor Discounts

Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing She
Casco Industries, Inc.	32% Discount Off Thorogood Pricelist for Footwear	N
Casco Industries, Inc.	25% Discount Off Benchmade Pricelist for Knives & Tools	N
Casco Industries, Inc.	Lockwasher	N
Casco Industries, Inc.	Washer, Plain, Steel	N
Casco Industries, Inc.	Button Socket:18-8	N
Casco Industries, Inc.	Retaining Ring,Exgternal,20Mm Shaft	N
Casco Industries, Inc.	Rivet,Male,Nylon,Black	N
Casco Industries, Inc.	Rivet,Female,Nylon,Black	N
Casco Industries, Inc.	Nut,Finished Hex,Double C	N
Casco Industries, Inc.	Caplug,Tapered,.53 X .38	N
Casco Industries, Inc.	Washer,Stainless Steel,5/16",Sae	N
Casco Industries, Inc.	Washer:Lock,Spring,Steel,Cadmium Plated	N
Casco Industries, Inc.	Screw,Mach.,Ss,M4 Thread	N
Casco Industries, Inc.	Label,Portaire,Port.Air S	N
Casco Industries, Inc.	Label,Msa Logo	N
Casco Industries, Inc.	Screw:K30X14,Pt,Selftapping,Zinc Plated	N
Casco Industries, Inc.	Insert, Brass Thd #4-40	N
Casco Industries, Inc.	Grommet & Washer,Brass,N.	N
Casco Industries, Inc.	Washer, Lock, Spring	N
Casco Industries, Inc.	Rivet,Pop,Alum.Dome Head	N
Casco Industries, Inc.	Screw,Machine,Slotted Pan	N
Casco Industries, Inc.	Lock Washer	N
Casco Industries, Inc.	Retaining Ring,External,Resettable, 25Mm	N
Casco Industries, Inc.	Screw,Pan Head,Cross	N
Casco Industries, Inc.	Carbon Steel .012 Inches	N

Showing 1 to 25 of 1,000 entries

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
casco
- (•) All
- ( ) Vendor Discounts Only
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Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Vendor Discounts

Resources

Show 25 results

Narrow Results: caims helmets

Vendor	Description	Pricing She
Casco Industries, Inc.	Sticker, Window, Cairns Helmets	N

Showing 1 to 1 of 1 entries (filtered from 1,000 total entries)

First Previous 1 Next Last

Contact us 800-695-2919

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Vendor Name:	Casco Industries, Inc.
Address:	607 West 62 Street Shreveport, LA 71106
Phone Number:	(800) 551-8787
Email:	david@cascoindustries.com
Federal ID:	72-0698936
Contact:	David Stewart
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	363-10
Effective Date:	04/01/2011
Expiration Date:	03/31/2014
Payment Terms:	Net 30 days
Delivery Days:	60
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, Colorado, Kansas, Louisiana, Missouri, New Mexico, Oklahoma, Texas
Quote Reference Number:	363-10
Return Policy:	RGA required.
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must their individual projects to determine the need for bonding and insurance, including limitation such workers' compensation insurance as may be required by state or loc or policy. If required, it is the responsibility of each entity to obtain such bonding an insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the proj subject to prevailing wage rate requirements under the federal Davis Bacon Act or s local law. If any such requirements apply, it is the responsibility of each entity to tak appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Gover Code ("Act"), prohibits a governmental entity from using a competitive bid process t initially considers price in the procurement of professional services covered under t "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and r estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provide governmental entity may not use an interlocal contract with a purchasing cooperativ purchase engineering or architectural services (Texas Government Code, Section 79 (h)). BuyBoard® contracts do not, and are not intended to, include professional servi that must be procured in accordance with the Act. Cooperative members are remind they must comply with the Act whenever a contract includes professional services a component part, and may not procure engineering or architectural services through BuyBoard contract.**

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

1031

CITY OF LA VILLA
LA VILLA VOLUNTEER FIRE DEPARTMENT
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Member FDIC
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88-2141-1149

4/3/2012

PAY TO THE ORDER OF Urban County Program $ **1,654.60

One Thousand Six Hundred Fifty-Four and 60/100********** DOLLARS

Urban County Program

MEMO Bunker Gear Purchase/Fire Dept

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001031⑈ ⑆114921415⑆ ⑈00200616O⑈

CITY OF LA VILLA

1031

Urban County Program		4/3/2012	
	Bunker Gear Purchase/Fire Dept.		1,654.60

Received

Casco Industries, Inc.

Quotation

Contract No. 363-10
14233 INTERDRIVE WEST
HOUSTON, TEXAS 77032

281-442-1800
FAX 281-442-1803

To: LA VILLAFD/URBAN COUNTY **Attn: RAUL ARISPE** **Fax:** **E-Mail: gabarispe@hotmail.com**	**Ship to:** Same

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
4/3/12	BOB YANCY	45 days	Best Way	DESTINATION	NET 30 Days

Qty	Description		List Price	Unit Price	Total
19	**GLOBE-32782D G-XTREME ADVANCE TAN COAT**	**$732.00**	1,504.55	902.73	17,151.87
	RADIO POCKET	**$42.20**			
	SEPARATING LINER	**$17.45**			
	FLASHLIGHT HOLDER	**$15.80**			
	NYC L/Y TRIM	**$144.45**			
	ARALITE NP THERMAL	**$293.00**			
	RT7100 MOISTURE BARRIER	**$230.00**			
	NOMEX HAND & WRIST GUARDS	**$7.40**			
	"ELSA" 3" L/Y LETTERS ON BACK	**$9.60**			
	DRAGONHIDE CUFFS	**$12.65**			
	TRIM TRAX STITCHING ON L/Y TRIM	**$0.00**			

19	**GLOBE-42782D G-XTREME ADVANCE TAN PANT**	**$560.10**	1,133.75	680.25	12,924.75
	ARALITE NP THERMAL	**$229.00**			
	GORE™ RT7100 MOISTURE BARRIER	**$188.00**			
	SUSPENDERS	**$0.00**			
	3" L/Y TRIPLE TRIM AROUND CUFFS	**$32.25**			
	SILIZONE™ PADDED KNEES	**$39.20**			
	DRAGONHIDE KNEES & CUFFS	**$51.85 (knees)** **$33.35 (cuffs)**			
19	PGI-3038185 2-PLY NOMEX ULTIMATE HOOD, FULL BIB		29.14	22.73	431.87
19	WSC-807600 LUG SOLE BOOTS		247.10	167.96	3,191.24
19	SHELBY-5228 GLOVES		67.99	50.99	961.81
3	CAIRNS-TRDB4C231220 HELMET 1044 DEFENDER WHITE		384.00	230.40	691.20
16	CRN-TRDB1C231220 HELMET 1044 DEFENDER BLACK		384.00	230.40	3,686.40
19	CRN-F6 CUSTOM HELMET FRONT		52.00	31.20	592.80
	NO FREIGHT CHARGE				

Sub Total	**$39,631.94**
Shipping	**0.00**
TOTAL	**$39,631.94**

BOB YANCY / Sales Representative
byancy@cascoindustries.com

AI-31790 **Urban County 11. D.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Monica **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Progreso is requesting approval and award of best and final negotiated contract with Raba Kistner Consultants, Inc. in the amount of $8,650.00 utilizing CDBG Year 23 & 24 (2010 & 2011) for the City of Progreso – Street Improvements.

BACKGROUND

Raba Kistner Consultants submitted a best and final offer for material testing services for the Street Improvements project in the City of Progreso. Raba Kistner Consultants, Inc. was the highest ranked firm by County Commissioner's Court. Contract approval in the amount of $8,650.00. See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 8,650.00

Funds Available: $100,037.52 FY 23 (2010) Street Improvements
$228,900.00 FY 24 (2011) Street Improvements
$328,937.52

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

professional service agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/05/2012 08:04 AM
Olga Garza	Olga Garza	04/05/2012 02:52 PM
Purchasing Department	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Mary Flores Started On: 04/04/2012 05:21 PM

Final Approval Date: 04/10/2012

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

Part I - Professional Services Agreement

This Agreement, entered into this 17th day of April 2012 by and between Hidalgo County, a political subdivision of the State of Texas, joined by **City of Progreso,** (hereinafter called the "Party") and **Raba-Kistner Consultants, Inc.** duly authorized Engineer, herein acting by **Martin Vila, P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Construction Materials Engineering & Testing Services on an "on-call" basis; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the engineering and testing services in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Street Improvements Project Account(s) # 5010/11-65-0311-5000-6500. *(See Exhibit A)*

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's final invoice for services rendered. During the Construction Phase, the Engineer will:

a. Provide construction materials engineering and testing services on an "on-call" basis. The scheduling of engineer's services will be coordinated through the general contractor and/or its subcontractor, the project's engineering firm of record, and/or by the Owner's representatives.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and

other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all owhich the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$8,650.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's invoices for services rendered shall be due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and for informational purposes for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of engineering test reports prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **April 17, 2012**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this_____ day of_____, 20 12 .

Signature:_____
(Engineer)

Firm Name: Raba-Kistner Consultants, Inc.

Address: 800 East Hackberry

City/ST/ZIP: McAllen, Texas 78501

FED ID #/SS #: **74-1611534**

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)(a sole proprietorship).

_____
Notary - Signature

WITNESS:

COUNTY OF HIDALGO

_____

_____
Diana R. Serna, Director
Urban County Program

EXHIBIT A
SCOPE OF SERVICES

SEE ATTACHED.

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

Proposal No. PMA12-027-00
March 4, 2012

Ms. Monica Leal, Administrative Technician 1
County of Hidalgo Urban County
1916 Tesoro Boulevard
Pharr, Texas 78577

Re: Proposal for Geotechnical Engineering Services
Proposed City of Progreso Street Rehabilitation Project
Daily Loop, Becerra Avenue, Martinez Street, Maritza Street, Arroyo Street,
Oak Street, Pine Street, and Obregon Avenue
Progreso, Hidalgo County, Texas

Dear Ms. Leal:

On the basis of the documents received by our office via electronic-mail attachment on Tuesday, April 3, 2012 from Mr. Steven L. McGarraugh, A.I.A., Project Architect, with Dannenbaum Engineering Company, the project's consulting engineering firm and our telephone conversations held with Mr. McGarraugh and you on the same date, **Raba Kistner Consultants, Inc. (RKCI)** is thankful for having been selected to provide Geotechnical Engineering Services to County of Hidalgo Urban County (CLIENT) for the above-referenced project. **RKCI** is pleased to submit this cost proposal for Geotechnical Engineering Services for this project. The broad objectives of our study will be to determine subsurface conditions at the subject sites and to provide pavement design and construction recommendations for the proposed street rehabilitation project. Described in this letter are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

PROJECT DESCRIPTION

It is our understanding that the proposed project will consist of the design and reconstruction of: 1) approximately 2,385 linear feet long Daily Loop; 2) approximately 2,000 linear feet long Becerra Avenue; 3) approximately 1,175 linear feet long Martinez Street; 4) approximately 1,140 linear feet long Maritza Street; 5) approximately 500 linear feet long Arroyo Street; 6) approximately 1,050 linear feet long Oak Street; 7) approximately 1,050 linear feet long Pine Street; and 8) approximately 725 linear feet long

Obregon Avenue in Progreso, Hidalgo County, Texas. The pavement systems are anticipated to consist of flexible (asphalt) pavement systems.

FIELD STUDY

To assess subsurface conditions at the subject sites, we propose to conduct the following drilling scheme:

Street Name	Number of Borings	Depth, ft.*
Daily Loop	4	5
Becerra Avenue	5	5
Martinez Street	3	5
Maritza Street	3	5
Arroyo Street	1	5
Oak Street	2	5
Pine Street	2	5
Obregon Avenue	2	5

* below the existing ground surface elevation.

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks. Our scope of services does not include surveying of the boring locations. However, **RKCI** recommends that the final boring locations be surveyed in the field by the CLIENT or their representative.

Samples will be taken using conventional split-spoon sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations. The upper 2 inches of each borehole will be patched with cold-mix asphalt up to the existing asphalt-paved surface level.

LABORATORY STUDY

Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface strata. The laboratory testing is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, lime series determinations, sulfate content determinations, and grain size analyses. The laboratory testing will be performed in general accordance with applicable ASTM standards. For pavement design analysis, a

California Bearing Ratio (CBR) test value will be assumed based on the laboratory test results performed to determine the classification and estimate the strength characteristics of the subgrade soils.

ENGINEERING ANALYSIS AND REPORT

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the design and reconstruction of the pavement systems for the proposed street alignments. The Geotechnical Engineering Report may also include the following information and recommendations:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of the general site conditions including description of the sites, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.

Also included in the report will be general guidelines for the construction of pavements for the proposed parking and driveway areas. These guidelines will be based on the results of classification testing completed on specimens from the pavement areas and on our experience with similar soils.

Since site grading plans can result in changes in the pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of final site grading information, we will prepare recommendations based on the existing ground surface elevations. Also, specific information concerning anticipated traffic loadings and frequencies for the pavement areas will be critical in the preparation of pavement recommendations.

The final report will be reproduced in three, spirally-bound copies.

TENTATIVE PROJECT SCHEDULE

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within three working days of receiving written authorization to proceed, provided that the sites are accessible to our truck-mounted, drill rig and utility clearance has been provided by the CLIENT. The field exploration and laboratory testing phases of the study are expected to take approximately twelve working days to complete. The engineering report will be submitted within an additional twelve working days following completion of the laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

LUMP SUM COST

The total lump sum cost for the study outlined herein is $8,650.00. Should unusual subsurface conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

RKCI has been provided with an aerial photo by the project's consulting engineering firm, showing the subject street alignments. It is our understanding that access to all boring locations for a conventional, truck-mounted drilling rig, underground utility clearance, and traffic control during our field exploration operations will be provided by the CLIENT prior to our field exploration services.

It should be noted that our study scope (and project cost) does not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

It should be noted that our study scope (and project cost) does not include earthwork and foundation excavation observations during the construction of the project. However, construction observation costs should be included in the project budget.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

Attachment	Description
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Dennis C. Charkow
Supervisor. CoMET

Katrin M. Leonard, P.E.
Manager, Engineering Services

DCC/KML

Copies submitted: Above (2)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date: _____

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 LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2011

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 Catto & Catto 217 East Houston Street Suite 100 San Antonio TX 78205-2694	CONTACT NAME: Janet Hajek PHONE (A/C, No, Ext): 210-222-2161 FAX (A/C, No): 210-222-1618 E-MAIL ADDRESS: jhajek@catto.com PRODUCER CUSTOMER ID #: Manuel Zuniga
INSURED Raba-Kistner Consultants Inc. P.O. Box 690287 San Antonio TX 78269-0287	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: American Guarantee & Liability INSURER B: American Zurich Ins. Co. INSURER C: Zurich American Ins Co INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 464698624 **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			GLA3994747	10/1/2011	10/1/2012	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
	[X] Contractual						PERSONAL & ADV INJURY	$1,000,000
	[X] XCU						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			GLA3994747	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			UMB3994749	10/1/2011	10/1/2012	EACH OCCURRENCE	$1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DEDUCTIBLE							$
	[X] RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC3994748	10/1/2011	10/1/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Engineer Services for Construction Material Testing for Hidalgo County Precinct No. 2 , Various Projects.
The County of Hidalgo is Additional Insured with reference to General Liability and Auto Liability
See Attached...

CERTIFICATE HOLDER

The County Of Hidalgo, Texas
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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AGENCY CUSTOMER ID: Manuel Zuniga

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Catto & Catto	Raba-Kistner Consultants Inc. P.O. Box 690287 San Antonio TX 78269-0287
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 INSURANCE

policies as required by written contract. Waiver of Subrogation is granted in favor of Hidalgo County with regards to all policies.

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POLICY NUMBER: GLA 3994747-05

COMMERCIAL GENERAL LIABILITY
CG 02 05 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – AMENDMENT OF CANCELLATION PROVISIONS OR COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1.	**Name:** BLANKET AS REQUIRED BY WRITTEN CONTRACT
2.	**Address:**
3.	**Number of days advance notice:** 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© ISO Properties, Inc., 2003

Insured Copy

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:
Address (including ZIP Code):

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; and resulting directly from:
   a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
   b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:
   a. That is not provided to you in this policy; or
   b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
   a. The Limits of Insurance provided to you in this policy; or
   b. The Limits of Insurance you are required to provide in the written contract or written agreement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions:**

   This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions:**

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

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AI-31875 **Elections Administration 12. A.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and/or action, including but not limited to Elections updates

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact at this time.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/12/2012 10:38 AM
Roland Garcia	Merlen P. Munoz	04/13/2012 01:29 PM
Dale Kennan	Dale Kennan	04/13/2012 02:57 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/12/2012 08:57 AM

Final Approval Date: 04/13/2012

AI-31836 **Head Start 13. A.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Proclamation for Week of the Young Child

BACKGROUND

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 09:04 AM
Roland Garcia	Merlen P. Munoz	04/13/2012 01:29 PM
Perla Lopez	Perla Lopez	04/13/2012 02:21 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Linda Galaviz Started On: 04/11/2012 08:22 AM

Final Approval Date: 04/13/2012

WEEK OF THE YOUNG CHILD PROCLAMATION

WHEREAS, the "Week of the Young Child" is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC), the world's largest early childhood education association, with nearly 90,000 members and a network of over 300 local, state and regional Affiliates; and

WHEREAS, the purpose of the "Week of the Young Child" is to focus public attention on the needs of young children and their families and to recognize the early childhood programs and services that meet those needs; and

WHEREAS, the Hidalgo County Head Start Program under the leadership of the County Commissioners' and Policy Council, share a vision of dedicated services to the economic and social well-being of children and families and are committed to their safety, education and healthy development, with strong community support; and

WHEREAS, the Hidalgo County Head Start Program under the leadership of the Commissioners' Court and Policy Council, provides quality services to 3,690 children between the ages of 3-5 from the neediest families in the County of Hidalgo; and

WHEREAS, these services are in the area of education, health, mental health, nutrition, special and social services; and

WHEREAS, the Hidalgo County Head Start program encourages families to engage in family and community activities that encourage children to explore and develop confidence and literacy skills; and

WHEREAS, the designation of a week of special recognition for the children of Hidalgo County will provide an opportunity for caregivers to reflect on the children's future;

***NOW, THEREFORE*,** be it proclaimed that the **Commissioners' Court of Hidalgo County** hereby issue the Proclamation recognizing **April 23rd to the 27th to be the "Week of the Young Child"** in Hidalgo County, Texas, and urge all citizens to work together to help provide children with the support they need to develop skills and confidence, and to find the inner strength and the will of the human spirit to make their dreams come true.

Dated this 17th day of April, 2012.

RAMON GARCIA
Hidalgo County Judge

JOEL QUINTANILLA
Commissioner Pct. 1

HECTOR "TITO" PALACIOS
Commissioner Pct. 2

JOE M. FLORES
Commissioner Pct. 3

JOSEPH PALACIOS
Commissioner Pct. 4

AI-31818 **Right of Way 14. A.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Discussion and Authorization to approve appraisal waiver on donated land and pay damages in the amount of $8,700.00 on the Mile 17 North Road Project - Parcel 5 (Pct 1).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-121-085-0-711

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

BUDGETARY IMPACT:

Funds Available as of 04/11/12.

Attachments

Waiver- Mile 17N Parcel 5

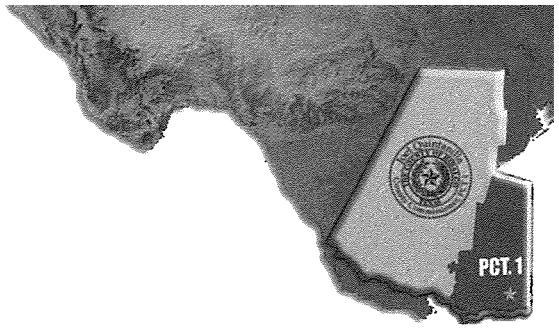
Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 01:36 PM
Olga Garza	Olga Garza	04/11/2012 02:09 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Rebecca Gomez Started On: 04/10/2012 09:46 AM

Final Approval Date: 04/13/2012

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1



MEMORANDUM

To: **Hidalgo County Right of Way Department**
Attn: Jose N. Pena, Director

From: **Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1

Date: **April 02, 2012**

Re: **Mile 17 North Road project – Parcel #5**
(Waiver of Appraisal Report)

Dear Mr. Pena,

Attached, please find a copy of a letter from Joel and Hilda Reyes requesting a "waiver of appraisal report" for the partial taking of land to there property. Mr. & Mrs. Reyes wish to donate there portion of land for the widening of the road but wish to receive $8,700.00 (Eight Thousand Seven Hundred Dollars) for damages to improvements to there property.

Should you have any questions or need additional information, please do not hesitate to contact my Right of Way Agents, Roy Gonzales or Danny Guzman at (956) 968-8733.

Thank you

xc: file

1902 Joe Stephens Ave. • Weslaco, TX 78596
Office: (956) 968-8733 • Fax (956) 969-1417 • Email: joel.quintanilla@co.hidalgo.tx.us

March 23, 2012

Hon. Ramon Garcia, County Judge
Office of The County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

Re: Mile 17 North Road – Parcel #5 **(Partial Taking of Land - Waiver of Appraisal Report)**

Dear Judge Garcia:

We, Joel Reyes and Hilda Reyes, are aware that the County of Hidalgo plans to widen Mile 17 North Road to provide a safer road for the residents of Edcouch,Texas. The construction plans for this widening project require additional right of way, which will involve the acquisition of a portion of our property located at 7801 Mile 17 Road, Edcouch, Texas 78538, and being Covering 0.07 of an acre parcel of land out of and part of the Llano Grande Grant – Juan Jose Ynojosa De Balli. We understand that we are entitled to receive compensation for the County's acquisition of the necessary property.

The County is responsible for, 1) to obtain an independent appraisal report which will establish the compensation value associated with the acquisition, 2) for making payment to us for the acquisition of that portion of property.

It is our desire, as indicated by our signature below, to donate but to receive $8,700.00 (Eight Thousand Seven Hundred Dollars) for damages to improvements on said Right of Way and donate to the County the portion of our property needed for the new Mile 17 North Road right of way. So that the County does not have to incur the cost of preparing an appraisal report, We hereby relieve the County from its obligation to, 1) prepare or obtain an appraisal report, 2) pay us for the acquisition of the right of way.

Signed: _____ 3/26/12
Joel Reyes Date

Signed: _____ 3/26/12
Hilda Reyes Date

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 30th day of MARCH, 2012, by Joel Reyes and Hilda Reyes.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

_____
Notary Public, State of Texas

ROY GONZALES
Notary Public
STATE OF TEXAS
09-06-2013

RAUL GONZALEZ

INDEPENDENT CONTRACTOR
P.O. BOX 1396
ELSA, TX. 78543
PHONE: (956) 624-0977

PROPOSAL SUBMITTED TO: Joel + Hilda Reyes
CITY: EDCOUCH STATE: TX ZIP CODE: 78543
PHONE: 289-6914 DATE:

We hereby submit specifications and estimates for:

Will Removed 7 Brick Colums + Footing
Will Removed All White Vinyl Fence on Front of house
New Fence: Will make 2x2x2' Concrete Footing for 7 new Brick Columns. Brick to match Existing
Fence: Will Replace All White Vinyl Fence to match Existing Fence.
Driveway: Will Removed Approx. 12' of driveway.
Haul Away All debris.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:
Seven Thousand Five Hundred ——— dollars ($ 7500.00).

Payment to be made as follows:
$ 5000.00 to start + Bal. At Termination.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature Raul Gonzalez

Note: This proposal may be withdrawn by us if not accepted within 30 days. All work is guaranteed for 1 year.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

For Joel Reyes

7801 Mile 17 Rd Edcouch, TX.

Complete Removal of two large trees

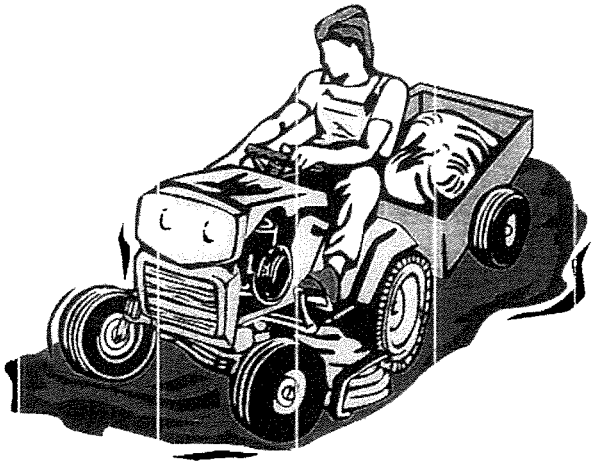
Replanting of two trees

Coverage and cleaning of area

Total price- 1200.00

Ramon Ramirez

219-5611



Section 24.102(c)(2) Appraisal, waiver thereof, and invitation to owner. The purpose of the appraisal waiver provision is to provide Agencies a technique to avoid the costs and time delay associated with appraisal requirements for low-value, non-complex acquisitions. The intent is that non-appraisers make the waiver valuations, freeing appraisers to do more sophisticated work.

The Agency employee making the determination to use the appraisal waiver process must have enough understanding of appraisal principles to be able to determine whether or not the proposed acquisition is low value and uncomplicated.

Waiver valuations are not appraisals as defined by the Uniform Act and these regulations; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule. Since waiver valuations are not appraisals, neither is there a requirement for an appraisal review. However, the Agency must have a reasonable basis for the waiver valuation and an Agency official must still establish an amount believed to be just compensation to offer the property owner(s).

The definition of "appraisal" in the Uniform Act and appraisal waiver provisions of the Uniform Act and these regulations are Federal law and public policy and should be considered as such when determining the impact of appraisal requirements levied by others.





AI-31866 **Planning Department 15. A.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Release of Letter of Credit
a. Las Estrellas No. III Subdivision – Pct. 3 (Forrest N. Runnels Jr.)

BACKGROUND

Attachments

Las Estrellas 3; reimburse

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 04:37 PM
Olga Garza	Olga Garza	04/12/2012 09:21 AM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Nora Cavazos Started On: 04/11/2012 04:28 PM

Final Approval Date: 04/13/2012

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **APRIL 11, 2012**

Re: **LAS ESTRELLAS NO. 3 SUBDIVISION – PCT 3.**

ON MARCH 6, 2012, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. LETTER OF CREDIT NO.50062-101093950 FROM BORDER CAPITAL BANK IN THE AMOUNT OF $336,089.40 WAS USED TO SECURE THE FUNDS FOR THE WATER DISTRIBUTION SYSTEM IMPROVEMENTS, PAVING AND DRAINAGE IMPROVEMENTS AND ALL STREET SIGNS.

THE DEVELOPER IS REQUESTING A RELEASE OF LETTER OF CREDIT IN THE AMOUNT OF $336,089.40. THIS AMOUNT REFLECTS THE COMPLETION OF THE WATER DISTRIBUTION SYSTEM IMPROVEMENTS, PAVING AND DRAINAGE IMPROVEMENTS AND THE INSTALLTIONA OF ALL STREET SIGNS. ATTACHED IS AN ON-SITE INSPECTION REPORT FROM THE HIDALGO COUNTY PLANNING DEPARTMENT STATING THAT ALL WATER, PAVING AND DRAINAGE IMPROVEMENTS HAVE BEEN COMPLETED AND ALL STREET SIGNS HAVE BEEN INSTALLED.

STAFF HAS NO OBJECTION TO A RELEASE OF LETTER OF CREDIT IN THE AMOUNT OF $336,089.40 FOR THE AFOREMENTIONED IMPROVEMENTS.

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

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Border Capital Bank

IRREVOCABLE LETTER OF CREDIT NO 50062-101093950

TO: Ramon Garcia County Judge (in his official capacity) Hidalgo County, Texas

DATE: February 1, 2012

We hereby authorize you to draw at sight on Border Capital Bank, for the account of CWL LIMITED By: THREE LLC, its General Partner, By: Forrest N. Runnels Jr., Vice-President (the Customer), up to the aggregate amount of Three Hundred Thirty-Six Thousand Eighty-Nine Dollars and 40/100ths ($ 336,089.40) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of Draw exists under Subdivision Construction Agreement dated February 1, 2012, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on - no later than the maturity date – February 1, 2013, by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: BORDER CAPITAL BANK

Address of Issuer: 1801 S. McCOLL ROAD, McALLEN, TX 78503

Signature of Issuer's Authorized Officer Rutha Drawe

Printed Name: RUTHA DRAWE

Title: SENIOR VICE PRESIDENT

1801 South McColl Road Post Office Box 5555 McAllen, Texas 78502-5555
Telephone 956-682-2265 Fax 956-972-5417 www.bordercapitalbank.com

Hidalgo County Planning Department

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PLANNING DEPARTMENT

COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844

Raul E. Sesin, P.E.
Planning Administrator

www.co.hidalgo.tx.us

LAS ESTRELLAS No. 3

ONSITE INSPECTION

WATER FACILITIES:
- [x] Service Lines: HAVE BEEN INSTALLED.
- [x] Meter boxes: HAVE BEEN INSTALLED
- [x] 30 Year letter: HAS BEEN SUBMITTED
- [ ] Fire Hydrant (if applicable): N/A. NOT PROPOSED.

OSSF / SANITARY SEWER:
- [ ] Sewer Service Lines: N/A NOT PROPOSED
- [ ] 30 Year Letter: N/A
- [ ] Septic Tanks: OSSF ESCROW
- [ ] Health Dept. Inspection Letter:

PAVING:
- [x] Street pavement & curb and gutter: HAVE BEEN CONSTRUCTED.
- [x] Street testing results: PENDING TESTING RESULTS FROM M.E.G./COUNTY INSPECTOR HAS MONITOR ALL ST. TESTING AND ARE SATISFACTORY.
- FAIL [x] [x] Street Signs / Street Name: HAVE NOT BEEN INSTALLED.
- [x] Temporary Turn Around (if applicable): HAS BEEN CONSTRUCTED
- [ ] Share Driveways (if applicable): N/A NOT REQUIRED.
- FAIL [x] [x] Type III barricade : HAVE NOT BEEN INSTALLED
- [x] Valley Gutters: HAVE BEEN INSTALLED.

DRAINAGE:
- [x] Detention Swales: HAVE BEEN CONSTRUCTED
- [x] Culvert with Safety Ends: HAVE BEEN INSTALLED.
- [x] Re-grade of Road side Ditch: MILE 5 NORTH ROAD HAS BEEN RE-GRADED.
- [ ] Bench Swale System (If Applicable): N/A
- [x] Erosion Control Points (If Applicable) : CONSTRUCTION HAS BEEN COMPLETED; SILT FENCE HAS BEEN REMOVED.
- [ ] Overflow structure with RIP – RAP (If applicable) : N/A
- [ ] Storm Drainage Inlets (If Applicable): N/A NOT PROPOSED
- [ ] Outfall with RIP - RAP (If Applicable): N/A NOT PROPOSED
- [x] Concrete Spill Ways (If Applicable): HAVE BE CONSTRUCTED.
- [ ] Gridded Down Drain (If Applicable): N/A NOT PROPOSED

OTHER IMPROVEMENTS:
- [x] Lot Staking : ALL LOTS HAVE BE STAKED.
- [ ] Existing Structure On Lots (If applicable) : N/A
- [ ] Gas Markers (If applicable): N/A
- [ ] Lot Sell Advertisement Sign (If Applicable) : N/A
- [ ] Elevated Pad Site (If Applicable) : N/A NOT PROPOSED.
- [ ] Street Lights (If Applicable): N/A NOT REQUIRED.
- [ ] Buffer Fence (If Applicable): N/A NOT PROPOSED.
- [ ] Any Other:

INSPECTED BY: _____ DATE: 04/05/2012

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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LAS ESTRELLAS No.3
ONSITE INSPECTION

WATER FACILITIES:
- ☐ Service Lines:
- ☐ Meter boxes:
- ☐ 30 Year letter:
- ☐ Fire Hydrant (if applicable):

OSSF / SANITARY SEWER:
- ☐ Sewer Service Lines:
- ☐ 30 Year Letter:
- ☐ Septic Tanks:
- ☐ Health Dept. Inspection Letter:

PAVING:
- ☐ Street pavement & curb and gutter:
- ☐ Street testing results:
- ☒ Street Signs / Street Name: ALL STREET SIGNS HAVE BEEN INSTALLED
- ☐ Temporary Turn Around (if applicable):
- ☐ Share Driveways (if applicable):
- ☒ Type III barricade : ALL BARRICADES HAVE BEEN INSTALLED
- ☐ Valley Gutters:

DRAINAGE:
- ☐ Detention Swales:
- ☐ Culvert with Safety Ends:
- ☐ Re-grade of Road side Ditch:
- ☐ Gravel Bench Swale System (If Applicable):
- ☐ Erosion Control Points (If Applicable) :
- ☐ Overflow structure with RIP – RAP (If applicable) :
- ☐ Storm Drainage Inlets (If Applicable):
- ☐ Outfall with RIP - RAP (If Applicable):
- ☐ Concrete Spill Ways (If Applicable):
- ☐ Gridded Down Drain (If Applicable):

OTHER IMPROVEMENTS:
- ☐ Lot Staking :
- ☐ Existing Structure On Lots (If applicable) :
- ☐ Gas Markers (If applicable):
- ☐ Lot Sell Advertisement Sign (If Applicable) :
- ☐ Elevated Pad Site (If Applicable) :
- ☐ Street Lights (If Applicable):
- ☐ Buffer Fence (If Applicable):
- ☐ Any Other:

INSPECTED BY: _____ DATE: 04-11-2012

Hidalgo County Planning Department

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Raul E. Sesin, P.E.
Planning Administrator

HMAC STREET CORE TESTING

SUBDIVISION NAME: Las Estrellas #3 DEVELOPER: Forrest A. Runnels JR

SITE LOCATION: S ML & Minn. ENGINEER: Martinez

CONTRACTOR: Mission Paving LABORATORY: MEG

FIELD SUPERVISOR: M. Johnson TECH: Johnny

STREET TESTING RESULTS:

CORE No.	STATION No.	STREET NAME & CORE LOCATION	THICKNESS REQUIRED	ACTUAL THICKNESS	RESULTS
1	~~2+00~~ 2+00	Robert Michael st	1.5	1.25	X
2	~~2+75~~ 2+75	Robert Michael st.	1.5	1.5	Re-Test #1
3	7+20	Robert Michael st.	1.5	1.75	✓
4	1+50	Janice Dr.	1.5	1.5	✓
5	4+50	Janice Dr.	1.5	1.5	✓
6	2+50	Marshall st.	1.5	1.75	✓
7	3+50	Lake View Dr.	1.5	1.75	✓

* 04/05/2012

Hidalgo County Planning Department

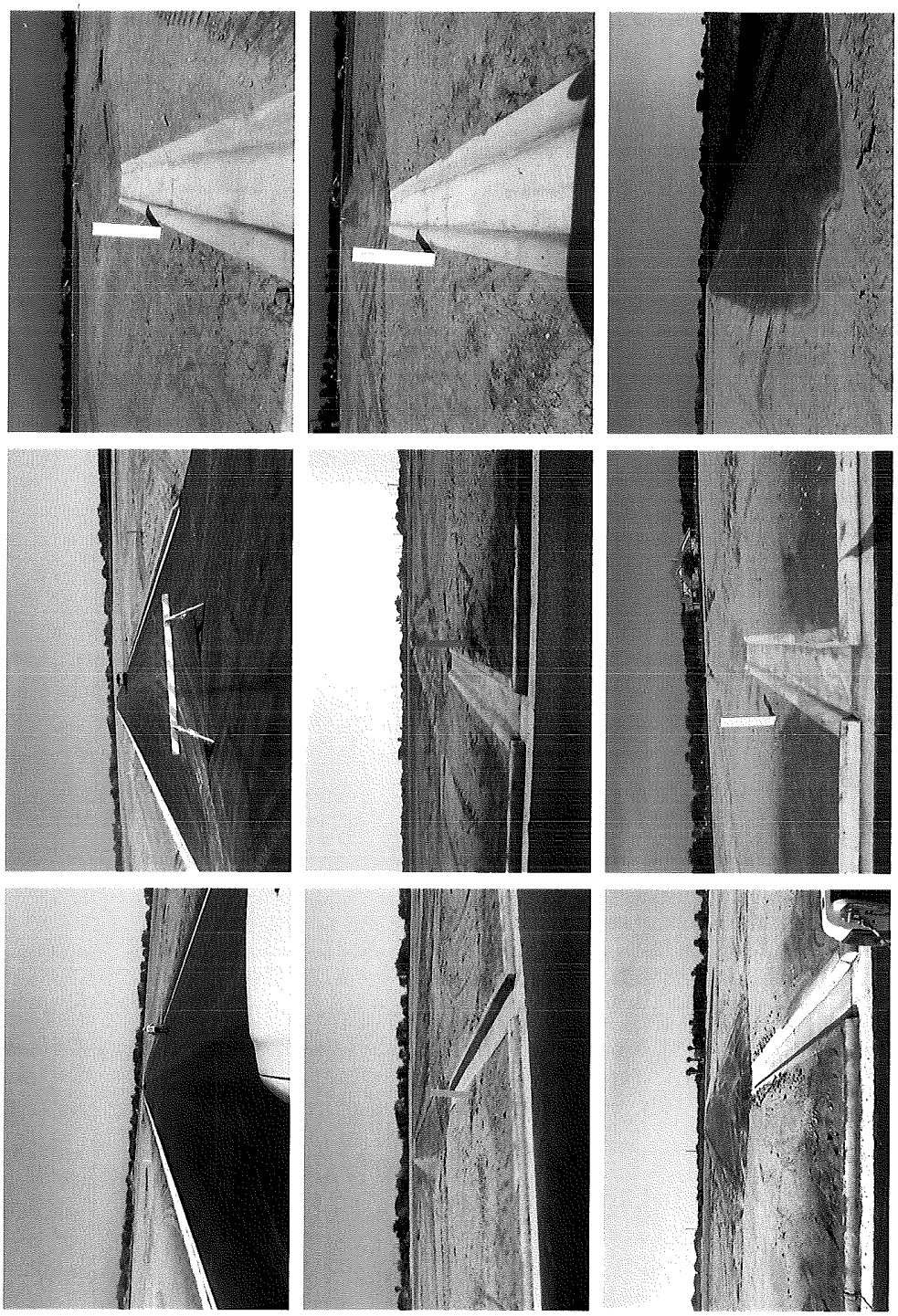
Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049



Hidalgo County Planning Department

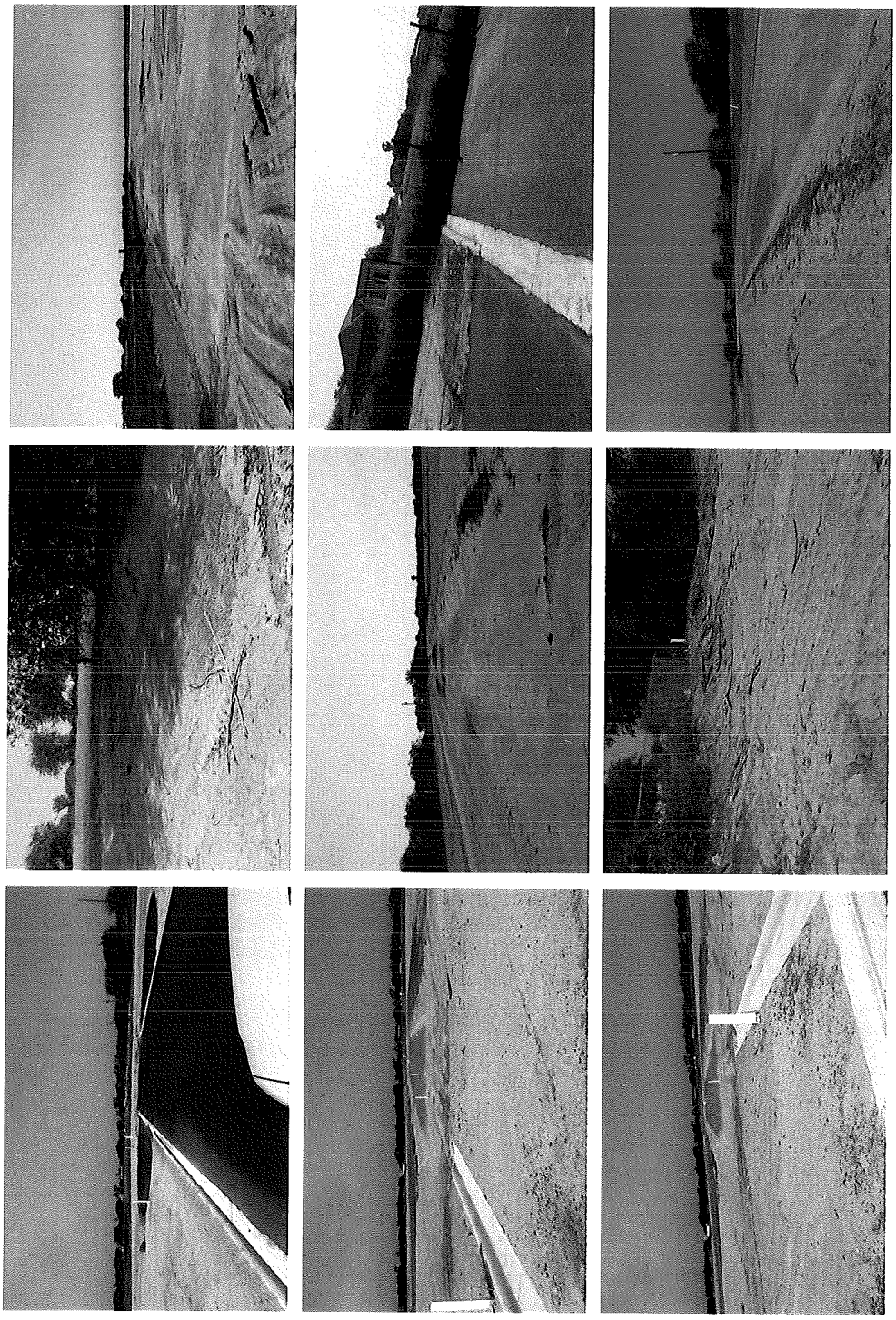
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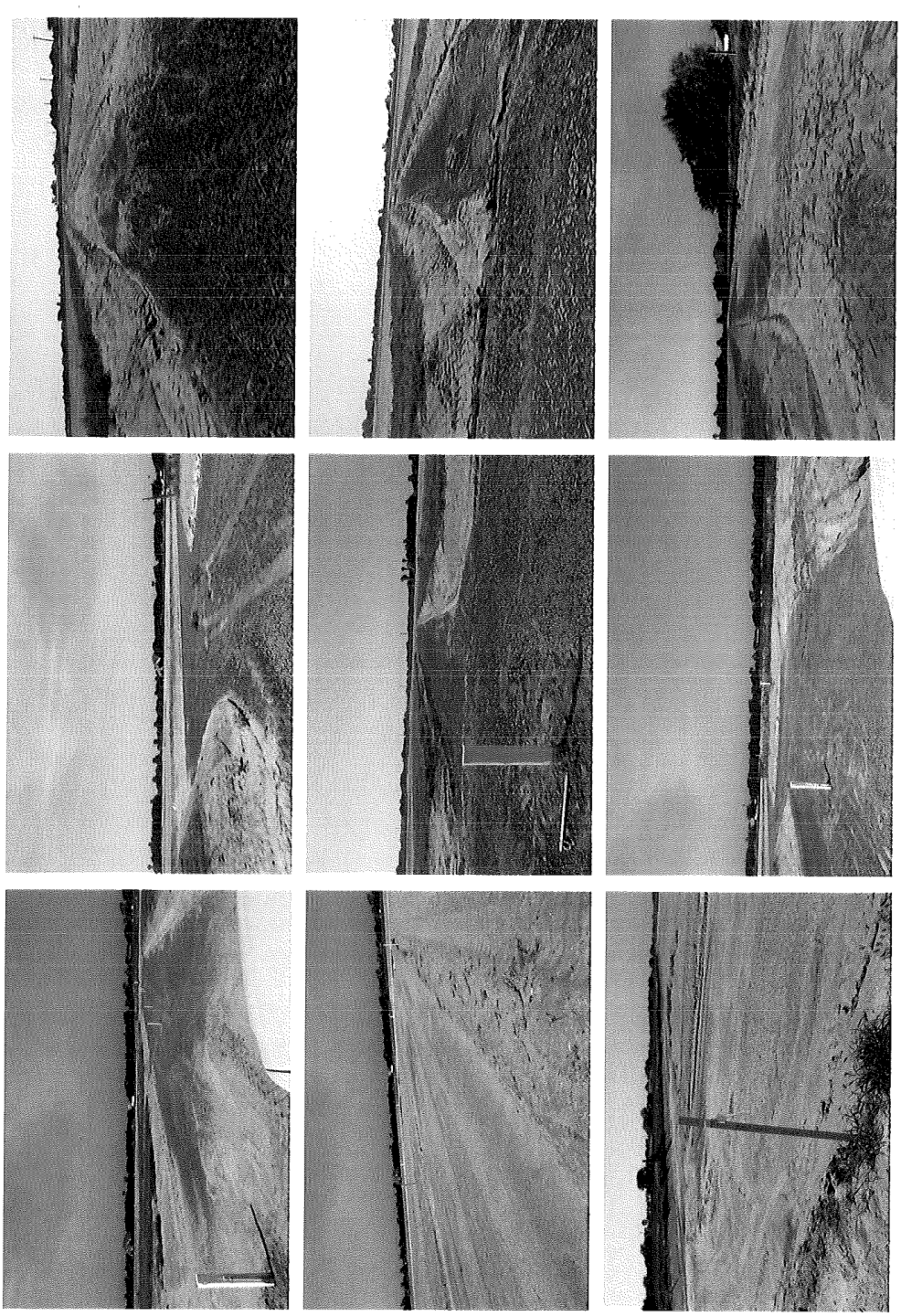
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AI-31614 **Precinct #4 16. A.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Sergio Cruz **Submitted By:** Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval to accept the Memorandum of Understanding between Hidalgo County Veterans Service Department and the Veterans Affairs, Veterans Center for counseling services at the McAllen Veterans Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The purpose of this MOU is to establish an agreement to have one (1) Hidalgo County Veteran Service Officer housed at the McAllen Veterans Center for Veteran counseling and assistance.

County will receive no reimbursement from Veterans Affairs for any services provided.
Veterans Affairs will receive no reimbursement from County for any services provided.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Perla Lopez		Started On: 03/22/2012 01:02 PM

Final Approval Date: 04/02/2012

AI-31663 **Budget and Management 17. A.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Sergio Cruz **Submitted By:** Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration and approval to surplus 3 tracts of land totaling 12.25 acres out of lot (15) fifteen, section 245 of the Texas-Mexican Railway survey of land for the purpose of disposition to another political subdivision.

2. Discussion, consideration and approval of an Interlocal Cooperation Agreement Between Hidalgo County Drainage District #1 and the County of Hidalgo for the sale and purchase terms of certain property to Hidalgo County Drainage District #1 made payable by funds of the Drainage District for a total of $575,626.

BACKGROUND

LOCATION: 1105 N. Doolittle Road, Edinburg, Texas (3 tracts of land containing 12.25 acres out of lot Fifteen (15), Section 245 of the Texas-Mexican Railway Company's Survey of lands in Hidalgo County to Hidalgo, TX)

Tract 1 Appraised value: $295,663 Appraisal Date: 03/05/12
Tract 2 Appraised value: $190,030 Appraisal Date: 03/05/12
Tract 3 Appraised value: $ 89,933 Appraisal Date: 03/05/12
Totaling to: $575,626

The Drainage District will be purchasing Tract 1 and Tract 3 in 2012 for a total purchase price of 385,596. Tract 2 will be purchased in 2013 for a total purchase price of $190,030

Ref. AI#31803 approved thru DD CC 04/10/12

Attachments

E-mail ref. 3 Tracts of land
BACKUP
EMAIL 2
Metes & Bounds for Tract 1
Metes & Bounds for Tract 2 & 3
Plat

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Dale Kennan Started On: 03/28/2012 08:25 AM

Final Approval Date: 04/02/2012

Dale Kennan

From: Godfrey Garza <g.g@hcdd1.org>
Sent: Monday, March 05, 2012 4:27 PM
To: 'lora.briones'
Subject: FW: Drainage District Appraisal Update
Attachments: Hidalgo County Drainage District Survey.pdf

From: Leonel Garza III [mailto:leonel3@garza-associates.com]
Sent: Monday, March 05, 2012 7:34 AM
To: g.g@hcdd1.org; marcoslopez21@gmail.com
Cc: 'Sylvia Sanchez'
Subject: Drainage District Appraisal Update

Mr. Garza:

After a review of comparable sales in the market and a review of the subject property to be divided for future sale. I have determined the following:

Tract 1: 5.43 Acres
This tract is valued at $1.25/sf or ($54,450/Acre). This land area encompasses multiple building and site improvements of which are indicated to be owned by the Drainage District. As per scope of the assignment, the appraisal report is being prepared under the premise that all improvements within this section are owned and operated by the Drainage District and shall not be included in the valuation of the subject property.

Appraised Value = 5.43 Acres or 236,530 square feet x $1.25/sf = $295,663

Tract 2: 3.49 Acres
This tract is valued at $1.25/sf or ($54,450/Acre). This land area encompasses multiple building and site improvements of which are indicated to be owned by the Drainage District. As per scope of the assignment, the appraisal report is being prepared under the premise that all improvements within this section are owned and operated by the Drainage District and shall not be included in the valuation of the subject property.

Appraised Value = 3.49 Acres or 152,024 square feet x $1.25/sf = $190,030

Tract 3: 3.33 Acres
This tract is valued at $0.62/sf or ($27,225/Acre). This land area encompasses multiple building and site improvements of which are indicated to be owned by the Drainage District. As per scope of the assignment, the appraisal report is being prepared under the premise that all improvements within this section are owned and operated by the Drainage District and shall not be included in the valuation of the subject property.

Appraised Value = 3.33 Acres or 145,054 square feet x $0.62/sf = $89,933

Total Land Valuation:

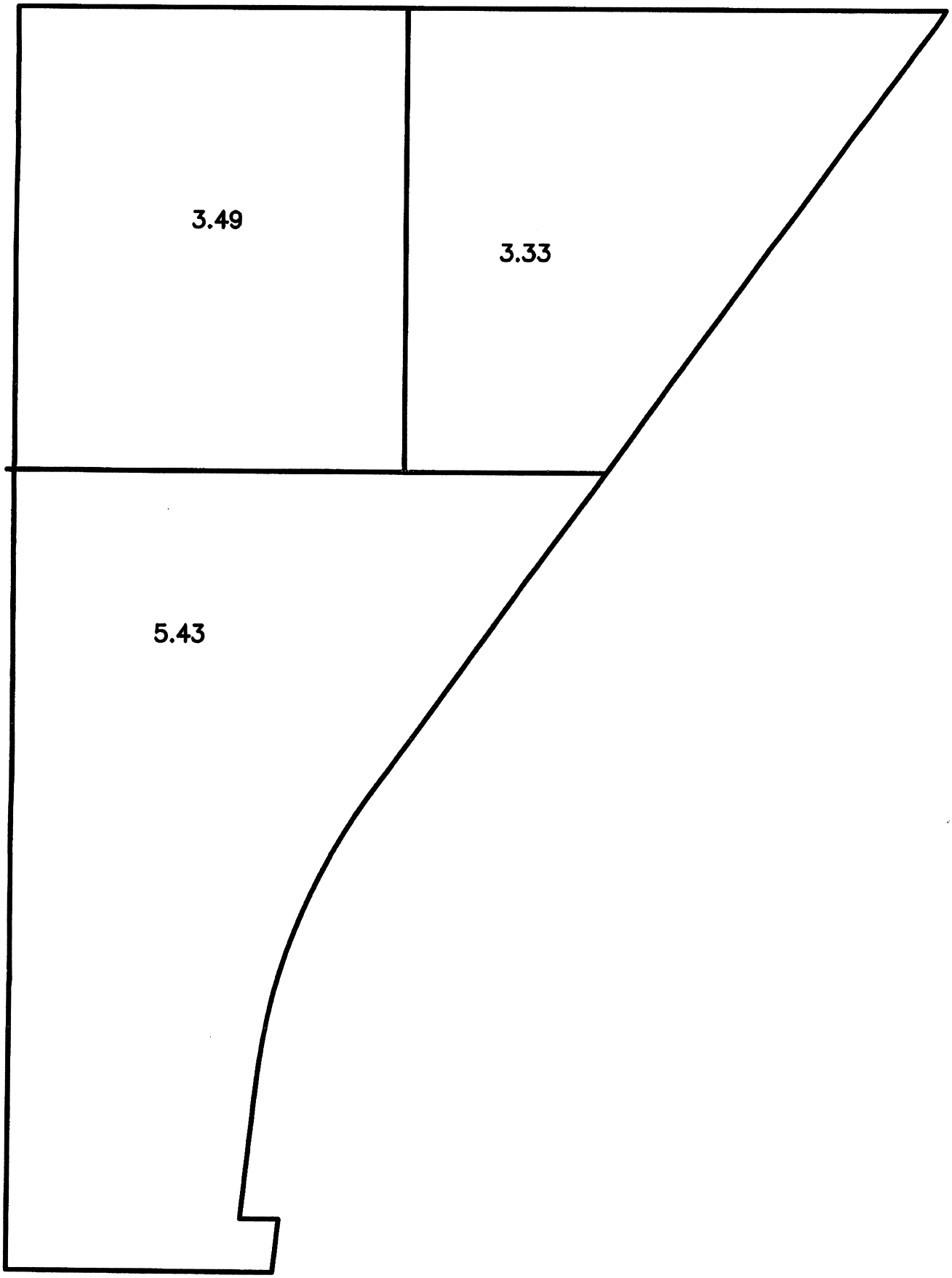
Tract 1 (Southern Frontage):	**$ 295,663**
Tract 2 (Northern Frontage):	**$ 190,030**
Tract 3 (Northeastern Corner):	**$ 89,933**
Total Market Value (Land Only):	**$ 575,626**

The overall valuation is slightly higher than previously appraised as the subject is appraised in segments and similar size adjustments toward the individual parcels are calculated differently. The previous appraisal indicated a total land valuation of $500,000. The above land areas were determined with the aid of Quintanilla Headley and Associates and

are subject to approval by the client, Hidalgo County Drainage District. Once the above areas are approved by the District, I can proceed with the completion of the report with the above state valuation estimates. If there are any questions or concerns as to the above information and excerpts of the limited restricted appraisal report above, please do not hesitate to call or email as all other supporting documents for the above summation of value are kept in file until ordered to complete the assignment as per scope. **See Attached Sketch of Subject**

CC: Sylvia Sanchez
Marcos Lopez

Leonel Garza III
Leonel Garza Jr. & Associates LLC
1419 Dove Avenue, McAllen, Texas. 78504


3.49
3.33
5.43

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
AND COUNTY OF HIDALGO

THIS Agreement is made on this the _____ day of_____, 2012, by and between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, 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, as follows:

WITNESSETH:

WHEREAS, the County currently owns two certain tracts of land situated in the Hidalgo County, Texas, more fully described on Exhibit "A" and Exhibit "B" respectively attached hereto and made a part hereof for all purposes (hereinafter collectively referred to as the "Tracts"); and

WHEREAS, the District desires to acquire the Tracts in fee, for District purposes; and

WHEREAS, this Agreement for the proposed acquisition of the Tracts is in lieu of condemnation; and

WHEREAS, Subsection 272.001(b) of the Local Government Code provides that the notice and bidding requirements of Subsection 272.001(a) are not applicable to a real property interest conveyed to a governmental entity that has the power of eminent domain. Such real property interests may not be conveyed, sold, or exchanged for less than the fair market value of the land unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land; and

WHEREAS, the Tracts are real property interest owned by a political subdivision;

WHEREAS, District is a governmental entity that has the power of eminent domain;

WHEREAS, an appraisal was prepared by a certified appraiser, who appraised

the Tracts at $295,663.00 (Exhibit A tract) and $89,933.00 (Exhibit B tract) respectively; and

WHEREAS, County agrees to sell to District, who agrees to purchase, the Tracts upon the terms and conditions set forth herein.

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will convey the Tracts to District by Special Warranty Deed, together with all and singular the rights and appurtenances pertaining to the Tracts, including any right, title and interest of County in and to adjacent streets, alleys or rights-of-ways, together with any improvements.

2. The conveyance of the Tracts are subject to the following exceptions (collectively the "Permitted Exceptions"):

a. Subject to any and all easements and dedications of record or visible on the ground.

b. Save and except all oil, gas and other minerals in, under and that may be produced from such land.

c. Subject to any valid and outstanding mineral leases of record.

d. Subject to any zoning or subdivision requirements of governmental entities having jurisdiction thereof.

e. Subject to any restrictions, easements, reservations or covenants, and any other restrictions as shown by title commitment.

3. Closing of the transfer of the Tract to the City ("Closing") shall take place at the offices of Atlas, Hall & Rodriguez, L.L.P., 818 Pecan, McAllen, Texas, on or before May 15, 2012, or at such earlier time, date and place as County and District may agree upon.

4. At Closing, District shall pay the County the sum of $385,596.00 and recording fees.

5. At Closing, County shall deliver to District:

a. A duly executed and acknowledged Special Warranty Deed conveying the Tracts in fee simple free and clear of any and all liens and

encumbrances, except the Permitted Exceptions as defined in numbered paragraph 2 above (the "Deed"); and

b. Possession of the Tract.

6. All costs, adjustments and expenses of Closing shall be borne as follows:

a. Each party shall pay its own attorney's fees; and

b. District shall pay the cost of recording instruments presented by the County.

7. The terms and provisions of this Agreement shall survive the Closing, and may be enforced by specific performance.

8. If either party fails to comply with the obligations as set out in this Agreement, the other party may terminate this Agreement.

9. Any signatory to this Agreement, who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

10. If prior to the Closing all or any portion of the Tract is condemned, either party shall have the right to terminate this Agreement upon giving written notice to the other party within ten (10) days of the date one party notifies the other, in writing, of such condemnation. If neither party elects to terminate this Agreement, then the Closing shall take place, as herein provided and the interest in any condemnation awards shall be assigned to the party receiving title to such property at Closing.

11. The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered by the transferring party at the Closing, together with recording or filing fees.

12. This Agreement may not be assigned without prior written consent executed by both parties hereto.

13. Any representations, warranties, or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

14. Time shall be of the essence of this Agreement.

15. This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

16. This Agreement shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

17. 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 provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

If to District: Hidalgo County Drainage District No. One
Attention: Manager
900 N. Doolittle Road
Edinburg, Texas 78541

19. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Tracts, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

20. To the extent allowable by law, the parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the transactions contemplated herein.

21. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

22. In addition to the acts recited in this Agreement to be performed by the parties, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

The date of this Agreement is the _____ day of_____, 2012.

HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge
Print Name: _____
Title: _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain

METES AND BOUNDS
TRACT No.1

A 5.43 ACRE TRACT OF LAND OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1302, PAGE 965, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 15 AND IN THE CENTERLINE OF DOOLITTLE ROAD FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 09°05' W, 464.47 FEET FROM THE NORTHWEST CORNER OF LOT 15.

THENCE; S 80°55' E, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD, A TOTAL DISTANCE OF 544.30 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF A 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR THE NORTHEAST CORNER OF THIS TRACT.

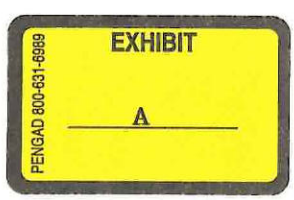
THENCE; S 45°18'23" W, ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 367.08 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 30°04'48", RADIUS = 536.24 FEET), A DISTANCE OF 281.52 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 15°13'35" W, ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 124.61 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 80°55' E, A DISTANCE OF 35.20 FEET TO A POINT IN THE CENTERLINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 15°13'35" W, ALONG THE CENTERLINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 48.38 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE OSCAR L. GARZA TRACT (REMAINDER OF A 25.0 ACRE TRACT OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1355, PAGE 505, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.



THENCE; N 80°55' W, ALONG THE NORTH LINE OF THE OSCAR L. GARZA TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 213.51 FEET FOR THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD, A TOTAL DISTANCE OF 243.51 FEET TO A COTTON PICKER SPINDLE FOUND ON THE WEST LINE OF LOT 15 AND IN THE CENTERLINE OF DOOLITTLE ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05' E, ALONG THE WEST LINE OF LOT 15 AND THE CENTERLINE OF DOOLITTLE ROAD, A DISTANCE OF 727.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.43 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSES FACILITY FOR PRECINCT No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: March 7, 2012

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



METES AND BOUNDS
TRACT No.2

A 3.49 ACRE TRACT OF LAND OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1302, PAGE 965, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 15 AND IN THE CENTERLINE OF DOOLITTLE ROAD FOR THE SOUTHWEST CORNER OF THE ROMAN VERA, JR. TRACT (A 4.85 ACRE TRACT OUT OF LOTS 9, 10, 15 AND 16, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1229613, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 09°05' W, 40.00 FEET FROM THE NORTHWEST CORNER OF LOT 15.

THENCE; S 80°55' E, ALONG THE SOUTH LINE OF THE ROMAN VERA, JR. TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD, A TOTAL DISTANCE OF 358.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°05' W, A DISTANCE OF 424.47 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55' W, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 328.00 FEET FOR THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD, A TOTAL DISTANCE OF 358.00 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 15 AND IN THE CENTERLINE OF DOOLITTLE ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05' E, ALONG THE WEST LINE OF LOT 15 AND THE CENTERLINE OF DOOLITTLE ROAD, A DISTANCE OF 424.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.49 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSES FACILITY FOR PRECINCT No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: March 7, 2012

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



METES AND BOUNDS
TRACT No.3

A 3.33 ACRE TRACT OF LAND OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1302, PAGE 965, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF THE ROMAN VERA, JR. TRACT (A 4.85 ACRE TRACT OUT OF LOTS 9, 10, 15 AND 16, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1229613, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 09°05' W, 40.00 FEET, AND S 80°55' E, 358.00 FROM THE NORTHWEST CORNER OF LOT 15.

THENCE; S 80°55' E, ALONG THE SOUTH LINE OF THE ROMAN VERA, JR. TRACT, A DISTANCE OF 495.68 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE WEST LINE OF A 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 08°59'40", RADIUS = 101.58 FEET), A DISTANCE OF 15.95 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 45°18'23" W, ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 509.37 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55' W, A DISTANCE OF 186.30 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05' E, A DISTANCE OF 424.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.33 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSES FACILITY FOR PRECINCT No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

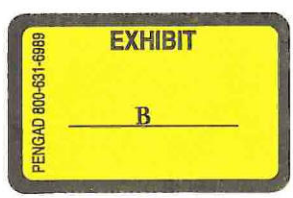
THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: March 7, 2012

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856





Dale Kennan

From: Rey Salazar <rey.salazar@co.hidalgo.tx.us>
Sent: Friday, April 13, 2012 4:05 PM
To: dale.kennan@co.hidalgo.tx.us
Subject: FW:
Attachments: ICA HCDD#1 & Hidalgo County purchaseof tracts with exhibits A, B 4.5.12.pdf

Can you please attach the above attachment to agenda item 31663. Additionally, please include the email and the prior Drainage Agenda item that was approved by court on april 10th. That agenda item was under the Drainage District Agendas. It was to approve the interlocal.

Thanks.

Rey Salazar

Director, Strategic Planning Division
Department of Budget and Management
2818 South Business Hwy. 281, Administrative Building
Edinburg, Tx. 78539
(956) 292-7025 Phone
(956) 292-7035 Fax

From: lora.briones [mailto:lora.briones@hcdd1.org]
Sent: Friday, April 13, 2012 3:30 PM
To: 'Rey Salazar'
Subject:

Rey,

Here is the inter-local, The District wanted to acquire the property with two payments, (which was not possible) ; therefore the land was split, to acquire part this year and the rest in 2013. That's why the email was addressed to Godfrey. Leonel should be able to provide an explanation if needed. Thanks. The appraisal was requested by Precinct #4.

Lora Briones
Financial Officer
Hidalgo County Drainage District #1
902 N. Doolittle
Edinburg, Texas 78542
956-292-7080
(email) lora.briones@hcdd1.org

METES AND BOUNDS
TRACT No.1

A 5.43 ACRE TRACT OF LAND OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1302, PAGE 965, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 15 AND IN THE CENTERLINE OF DOOLITTLE ROAD FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 09°05' W, 464.47 FEET FROM THE NORTHWEST CORNER OF LOT 15.

THENCE; S 80°55' E, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD, A TOTAL DISTANCE OF 544.30 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF A 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 45°18'23" W, ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 367.08 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 30°04'48", RADIUS = 536.24 FEET), A DISTANCE OF 281.52 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 15°13'35" W, ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 124.61 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 80°55' E, A DISTANCE OF 35.20 FEET TO A POINT IN THE CENTERLINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 15°13'35" W, ALONG THE CENTERLINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 48.38 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE OSCAR L. GARZA TRACT (REMAINDER OF A 25.0 ACRE TRACT OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1355, PAGE 505, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55′ W, ALONG THE NORTH LINE OF THE OSCAR L. GARZA TRACT, PASSING A 1/2″ IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 213.51 FEET FOR THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD, A TOTAL DISTANCE OF 243.51 FEET TO A COTTON PICKER SPINDLE FOUND ON THE WEST LINE OF LOT 15 AND IN THE CENTERLINE OF DOOLITTLE ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05′ E, ALONG THE WEST LINE OF LOT 15 AND THE CENTERLINE OF DOOLITTLE ROAD, A DISTANCE OF 727.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.43 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSES FACILITY FOR PRECINCT No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: March 7, 2012

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



METES AND BOUNDS
TRACT No.2

A 3.49 ACRE TRACT OF LAND OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1302, PAGE 965, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 15 AND IN THE CENTERLINE OF DOOLITTLE ROAD FOR THE SOUTHWEST CORNER OF THE ROMAN VERA, JR. TRACT (A 4.85 ACRE TRACT OUT OF LOTS 9, 10, 15 AND 16, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1229613, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 09°05' W, 40.00 FEET FROM THE NORTHWEST CORNER OF LOT 15.

THENCE; S 80°55' E, ALONG THE SOUTH LINE OF THE ROMAN VERA, JR. TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD, A TOTAL DISTANCE OF 358.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°05' W, A DISTANCE OF 424.47 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55' W, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 328.00 FEET FOR THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD, A TOTAL DISTANCE OF 358.00 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 15 AND IN THE CENTERLINE OF DOOLITTLE ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05' E, ALONG THE WEST LINE OF LOT 15 AND THE CENTERLINE OF DOOLITTLE ROAD, A DISTANCE OF 424.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.49 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSES FACILITY FOR PRECINCT No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: March 7, 2012

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



METES AND BOUNDS
TRACT No.3

A 3.33 ACRE TRACT OF LAND OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1302, PAGE 965, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF THE ROMAN VERA, JR. TRACT (A 4.85 ACRE TRACT OUT OF LOTS 9, 10, 15 AND 16, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1229613, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 09°05' W, 40.00 FEET, AND S 80°55' E, 358.00 FROM THE NORTHWEST CORNER OF LOT 15.

THENCE; S 80°55' E, ALONG THE SOUTH LINE OF THE ROMAN VERA, JR. TRACT, A DISTANCE OF 495.68 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE WEST LINE OF A 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 08°59'40", RADIUS = 101.58 FEET), A DISTANCE OF 15.95 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 45°18'23" W, ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 509.37 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55' W, A DISTANCE OF 186.30 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05' E, A DISTANCE OF 424.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.33 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSES FACILITY FOR PRECINCT No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: March 7, 2012

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



LOT 10, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS.

℄ 80.0' ABANDONED RAILROAD R.O.W.

THE ROMAN VERA, JR. TRACT: A 4.85 ACRE TRACT OUT OF LOTS 9, 10, 15 AND 16, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1229613, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

S 80°55' E 358.00'

S 80°55' E 495.68'

126.16' | 95.01' | 28' | 51.74' | 72.27' | 64.21' | 21.28'

40.00' | 1.02' | 10.84' | 10.48' | 10.51' | 10.32' | 7.68' | 7.59' | 7.19' | 7.55' | 13.21' | 1.23' | 23.00'

1-STORY BLOCK BUILDING

ALUM. SHED

CHAINLINK FENCE

CHAIN LINK FENCE

COV. LUNCH AREA

COV. ASPHALT WORK AREA

OPEN CONC.

OIL BASE TANK

ALUMINUM STORAGE 48'

BLOCK STORAGE 48.7'

WOOD STORAGE

ALUMINUM STORAGE

CALICHE AREA

ASPHALT AREA

1-STORY BLOCK BUILDING

SIDEWALK

ASPHALT PARKING

DIESEL TANK

GAS TANK

TRACT No. 3
3.33 AC.

TRACT No. 2
3.49 AC.

COV. CARPORT ASPHALT

COV. CONC. PORCH

OLD ASPHALT AREA

F.F.=94.08 ALUMINUM BUILDING

COV. ASPHALT STORAGE

CURVE "B"
RADIUS=101.58'
LENGTH=15.95'
DELTA=08°59'40"

509.37

℄ DOOLITTLE ROAD

N 09°05' E

424.47

402.71' | 371.63' | 476' | 1.22'

161.01' | 158.9' | 247' | 80.94' | 70.00' | 35.00' | 6.94' | 210.7'

12' CALICHE ROAD

S 09°05' W

N 80°55' W 358.00'

N 80°55' W 186.30'

544.30'

727.63'

146' | 210' | 30.00'

99' | 94' | 248.99'

15' ASPHALT DRIVE

CONC. SIDEWALK

OPEN CONC.

1-STORY BLOCK BUILDING F.F.=93.86 105.0'

GRASS AREA

CHAINLINK FENCE

279' | 175' | 127' | 91' | 68' | 586'

367.08'

℄ 4.0' CONCRETE CANAL

S 45°18'23" W

HIDALGO COUNTY IRRIGATION CANAL R.O.W.

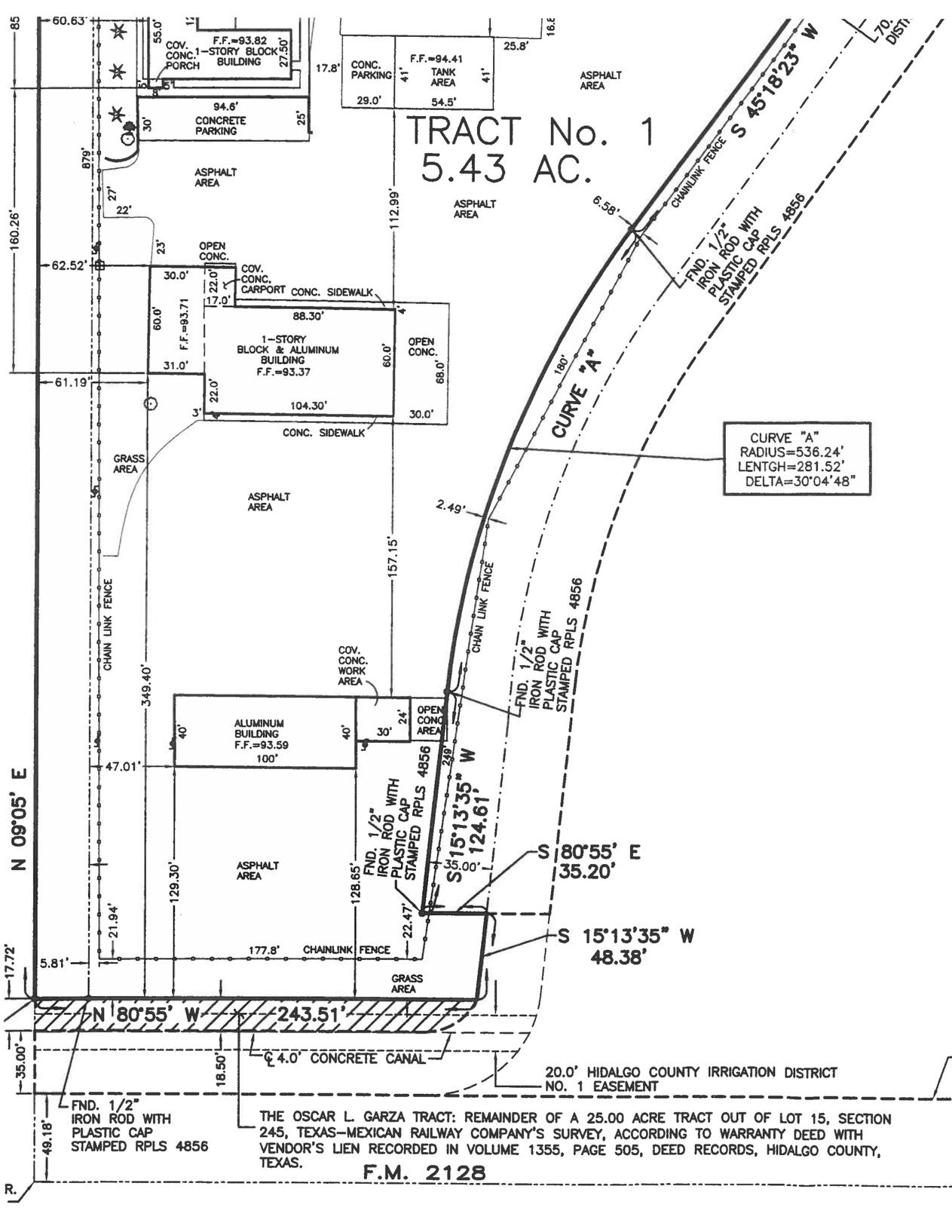
SCALE: 1"= 60'

LEGEND
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED

LEGEND
= IRRIGATION VALVE
= WOOD LAMP POST
= POWER POLE
= GUY WIRE
= TREE
= WATER METER
= PALM TREE
= FIRE HYDRANT
= WATER FAUCET

PLAT SHOWING

THREE TRACTS OF LAND OUT OF A CERTAIN 12.252 ACRES (DEED RECORD: 13.22 ACRES) OUT OF LOT 15, SECTION



COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1302, PAGE 965, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO.

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

FLOOD ZONE DESIGNATION: ZONE "X"
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 AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER 480334 0020 E
MAP REVISED: MAY 14, 2001

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH MULTI-PURPOSES FACILITY FOR PRECINCT NO. 4 SUBDIVISION RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 4856 · PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 1 PAGE 16
SURVEYED MARCH 7, 2012
OWNER
ADDRESS
JOB No.
BOOK No. T-124 PAGE 70
FILE NAME: F:\DATA\PRO\HC\P4\OLD OFFICE\PRECINCT4 BUILDING

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

AI-31904 **17. B. 1.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Sergio Cruz **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Justice Crt Bldg Security (1245): Approval of 2012 appropriation of funds for Justice Court Building Security in the amount of $15,079.56 to fund purchase of surveillance camera software and hardware for Pct. 2 Justice of the Peace offices.

BACKGROUND

Attachments

Appropriation

Balance Sheet as of 4/12/12

Statute

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	04/12/2012 04:47 PM
Erika Zamora (Originator)	Erika Zamora	04/13/2012 11:15 AM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Erika Zamora Started On: 04/12/2012 04:44 PM

Final Approval Date: 04/13/2012

DATE: April 17, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management
for Justice Court Bldg Security (Fund 1245)

ACCOUNT NUMBER: 2-1245-412-00-060-002-0-XXX

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Erika Zamora
Ph#: 292-7025 Ext. 5416

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 NUMBERS	ACCOUNT NAME		INCREASE (DECREASE) AMOUNT
2-1245-412-00-060-002-0-601	Justice Crt Bldg Security	Office & Computer Supplies	$ 3,285.94
2-1245-412-00-060-002-0-664	Justice Crt Bldg Security	Other Minor Equipment	$ 6,920.00
2-1245-412-00-060-002-0-745	Justice Crt Bldg Security	Computer Equipment	$ 4,873.62
		TOTAL BUDGET INCREASE (DECREASE)	**15,079.56**

REASON:

Appropriation of funds from unreserved Justice Crt Bldg Security F/B to fund purchase of exterior & interior surveillance camera software & hardware for Pct. 2 JP Offices.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Art. 102.017. COURT COSTS; COURTHOUSE SECURITY FUND; MUNICIPAL COURT BUILDING SECURITY FUND; JUSTICE COURT BUILDING SECURITY FUND. (a) A defendant convicted of a felony offense in a district court shall pay a $5 security fee as a cost of court.

(b) A defendant convicted of a misdemeanor offense in a county court, county court at law, or district court shall pay a $3 security fee as a cost of court. A defendant convicted of a misdemeanor offense in a justice court shall pay a $4 security fee as a cost of court. The governing body of a municipality by ordinance may create a municipal court building security fund and may require a defendant convicted of a misdemeanor offense in a municipal court to pay a $3 security fee as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) Except as provided by Subsection (d-1), the clerks of the respective courts shall collect the costs and pay them to the county or municipal treasurer, as appropriate, or to any other official who discharges the duties commonly delegated to the county or municipal treasurer, as appropriate, for deposit in a fund to be known as the courthouse security fund or a fund to be known as the municipal court building security fund, as appropriate. A fund designated by this subsection may be used only to finance security personnel for a district, county, justice, or municipal court, as

appropriate, or to finance items when used for the purpose of providing security services for buildings housing a district, county, justice, or municipal court, as appropriate, including:

(1) the purchase or repair of X-ray machines and conveying systems;

(2) handheld metal detectors;

(3) walkthrough metal detectors;

(4) identification cards and systems;

(5) electronic locking and surveillance equipment;

(6) bailiffs, deputy sheriffs, deputy constables, or contract security personnel during times when they are providing appropriate security services;

(7) signage;

(8) confiscated weapon inventory and tracking systems;

(9) locks, chains, alarms, or similar security devices;

(10) the purchase or repair of bullet-proof glass; and

(11) continuing education on security issues for court personnel and security personnel.

(d-1)(1) This subsection applies only to a justice court located in a county in which one or more justice courts are located in a building that is not the county courthouse.

(2) The county treasurer shall deposit one-fourth of the cost of court collected under Subsection (b) in a justice court described by Subdivision (1) into a fund to be known as the justice court building security fund. A fund designated by this subsection may be used only for the purpose of providing for a justice court

located in a building that is not the county courthouse security services as described by Subsection (d).

(e) The courthouse security fund and the justice court building security fund shall be administered by or under the direction of the commissioners court. The municipal court building fund shall be administered by or under the direction of the governing body of the municipality.

Added by Acts 1993, 73rd Leg., ch. 818, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 764, Sec. 2, eff. Aug. 28, 1995; Subsecs. (a), (b), (d) amended by Acts 1997, 75th Leg., ch. 12, Sec. 1, eff. Sept. 1, 1997; Subsec. (d) amended by Acts 1999, 76th Leg., ch. 110, Sec. 1, eff. May 17, 1999; Subsec. (d) amended by Acts 2005, 79th Leg., ch. 83, Sec. 2, eff. Sept. 1, 2005; Art. heading amended by Acts 2005, 79th Leg., ch. 1087, Sec. 1, eff. Sept. 1, 2005; Subsecs. (b), (d), (e) amended by Acts 2005, 79th Leg., ch. 1087, Sec. 2, eff. Sept. 1, 2005; Subsec. (d-1) added by Acts 2005, 79th Leg., ch. 1087, Sec. 2, eff. Sept. 1, 2005.

AI-31757 **Purchasing Department 18. B. 1.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Martha L. Salazar **Submitted By:** Gricelda 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 professional engineering services required for an "Environmental Study" regarding Pct. 3 Old Administration Bldg., Warehouse and Shop Complex;

Firms	Grade	Rank
L&G	99	
Izaguirre Eng. Group	84	
DOS Logistics	90	

c. Authority for the Purchasing Department to negotiate a professional services contract with No. 1 ranked firm of _____for the provision of "Environmental Study" services;

d. Subject to results of environmental study report, requesting authority to proceed with the following options:

1. Advertise the sale or exchange of the properties as previously authorized by CC in July 2011 (which would include any updated fair market value appraisals and the adjustment of the minimum acceptable bids given the impact of the environmental report results, if any); OR

2. Dispose of the property through any of the other options/exceptions permitted under Texas LGC 272.001; OR,

3. Proceed to demolish the structures (improvements) on property in accordance with any statutorily required abatements, remediations, clean-up or the like as a result of the environmental study reports of soil and/or structures, if applicable;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

Available funding as of 04/12/2012 is $84,545.00 - If needed,additional funding will be transferred once work authorization is approved.

Attachments

pct3 grid
tx lgc
back up

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	04/10/2012 10:10 AM
Purchasing Department	Marty Salazar	04/12/2012 05:25 PM

Form Started By: Gricelda Villarreal Started On: 04/03/2012 04:22 PM

Final Approval Date: 04/12/2012

HIDALGO COUNTY PRECINCT No. 3
"Sale of Old Administration Bldg and Shop Property for Pct. 3"
SCORING GRID

EVALUATION CRITERIA	L&G Engineering	DOS Logistics, Inc.	Izaguirre Engineering Group, LLC
	GRADERS	GRADERS	GRADERS
	1	**1**	**1**
Professional Qualifications of Project Team	20	18	19
Experience of Project Team/Ability to Commit Resources	25	21	21
Methology/experience/Availability of Project Manager	20	19	14
Understanding of Project/Similar Projects	24	22	20
Familiarity with Applicable Rules and Regulations	10	10	10
TOTAL SCORES	**99**	**90**	**84**
RANKING (Upon review and approval by Hidalgo County CC)			

§ 272.001. NOTICE OF SALE OR EXCHANGE OF LAND BY POLITICAL SUBDIVISION; EXCEPTIONS. (a) Except for the types of land and interests covered by Subsection (b), (g), (h), (i), or (j), and except as provided by Section 253.008, before land owned by a political subdivision of the state may be sold or exchanged for other land, notice to the general public of the offer of the land for sale or exchange must be published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county. The notice must include a description of the land, including its location, and the procedure by which sealed bids to purchase the land or offers to exchange the land may be submitted. The notice must be published on two separate dates and the sale or exchange may not be made until after the 14th day after the date of the second publication.

(b) The notice and bidding requirements of Subsection (a) do not apply to the types of land and real property interests described by this subsection and owned by a political subdivision. The land and those interests described by this subsection may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land or interest or, in the case of land or an interest owned by a home-rule municipality, the fair market value may be determined by the price obtained by the municipality at a public auction for which notice to the general public is published in the manner described by Subsection (a). The notice of the auction must include, instead of the content required by Subsection (a), a description of the land, including its location, the date, time, and location of the auction, and the procedures to be followed at the auction. The appraisal or public auction price is conclusive of the fair market value of the land or interest, regardless of any contrary provision of a home-rule charter. This subsection applies to:

(1) narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;

(2) streets or alleys, owned in fee or used by easement;

(3) land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;

(4) land that the political subdivision wants to have developed by contract with an independent foundation;

(5) a real property interest conveyed to a governmental entity that has the power of eminent domain;

(6) a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or

(7) a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999.

(c) The land or interests described by Subsections (b)(1) and (2) may be sold to:

(1) abutting property owners in the same subdivision if the land has been subdivided; or

(2) abutting property owners in proportion to their abutting ownership, and the division between owners must be made in an equitable manner.

(d) This section does not require the governing body of a political subdivision to accept any bid or offer or to complete a sale or exchange.

(e) This section does not apply to land in the permanent school fund that is authorized by legislation to be exchanged for other land of at least equal value.

(f) The fair market value of land, an easement, or other real property interest in exchange for land, an easement, or other real property interest as authorized by Subsection (b)(3) is conclusively determined by an appraisal obtained by the political subdivision. The cost of any streets, utilities, or other improvements constructed on the affected land or to be constructed by an entity other than the political subdivision on the affected land may be considered in determining that fair market value.

(g) A political subdivision may acquire or assemble land or real property interest, except by condemnation, and sell, exchange, or otherwise convey the land or interests to an entity for the development of low-income or moderate-income housing. The political subdivision shall determine the terms and conditions of the transactions so as to effectuate and maintain the public purpose. If conveyance of land under this subsection serves a public purpose, the land may be conveyed for less than its fair market value. In this subsection, "entity" means an individual, corporation, partnership, or other legal entity.

(h) A municipality having a population of 575,000 or less and owning land within 5,000 feet of where the shoreline of a lake would be if the lake were filled to its storage capacity may, without notice or the solicitation of bids, sell the land to the person leasing the land for the fair market value of the land as determined by a certified appraiser. While land described by this subsection is under lease, the municipality owning the land may not sell the land to any person other than the person leasing the land. To protect the public health, safety, or welfare and to ensure an adequate municipal water supply, property sold by the municipality under this subsection is not eligible for and the owner is not entitled to the exemption provided by Section 11.142(a), Water Code. The instrument conveying property under this subsection must include a provision stating that the exemption does not apply to the conveyance. In this subsection, "lake" means an inland body of standing water, including a reservoir formed by impounding the water of a river or creek but not including an impoundment of salt water or brackish water, that has a storage capacity of more than 10,000 acre-feet.

(i) A political subdivision that acquires land or a real property interest with funds received for economic development purposes from the community development block grant nonentitlement program authorized by Title I of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5301 et seq.) may lease or convey the land or interest, without the solicitation of bids, to

a private, for-profit entity or a nonprofit entity that is a party to a contract with the political subdivision if the land or interest will be used by the private, for-profit entity or the nonprofit entity in carrying out the purpose of the entity's grant or contract. The land or interest may be leased or conveyed without the solicitation of bids if the political subdivision adopts a resolution stating the conditions and circumstances for the lease or conveyance and the public purpose that will be achieved by the lease or conveyance.

(j) A political subdivision may donate, exchange, convey, sell, or lease land, improvements, or any other interest in real property to an institution of higher education, as that term is defined by Section 61.003, Education Code, to promote a public purpose related to higher education. The political subdivision shall determine the terms and conditions of the transaction so as to effectuate and maintain the public purpose. A political subdivision may donate, exchange, convey, sell, or lease the real property interest for less than its fair market value and without complying with the notice and bidding requirements of Subsection (a).

(k) This section does not apply to sales or exchanges of land owned by a municipality operating a municipally owned electric or gas utility if the land is held or managed by the municipally owned utility, or by a division of the municipally owned electric or gas utility that constitutes the unbundled electric or gas operations of the utility, provided that the governing body of the municipally owned utility shall adopt a resolution stating the conditions and circumstances for the sale or exchange and the public purpose that will be achieved by the sale or exchange. For purposes of this subsection, "municipally owned utility" includes a river authority engaged in the generation, transmission, or distribution of electric energy to the public, and "unbundled" operations are those operations of the utility that have, in the discretion of the utility's governing body, been functionally separated.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 63(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1243, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 282, § 1, eff. June 6, 1991; Acts 1993, 73rd Leg., ch. 110, § 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 206, § 2, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 429, § 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 509, § 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 948, § 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 76, § 17.01(40), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 311, § 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 296, § 1, eff. May 29, 1999; Acts 1999, 76th Leg., ch. 405, § 43, eff; Sept. 1, 1999; Acts 1999, 76th Leg., ch. 451, § 1, eff. June 18, 1999; Acts 1999, 76th Leg., ch. 968, § 1, eff. June 18, 1999; Acts 2001, 77th Leg., ch. 1121, § 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1030, § 1, eff. June 15, 2001; Acts 2001, 77th Leg., ch. 1420, § 12.109(a), eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1420, § 12.109(b), eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 179, § 1, eff. May 29, 2003.

Road & Anastasia Road (Sunrise Subd).

H. AI-27422 1. Requesting the surplus of the Vacant Lots described as: Mission Original Townsite, Lots 1-9, Block 212; (as CC action of 11-3-10 for Lots 4 through 9, Block 205) for the purpose of disposition through sale;

2. Pursuant to Texas Local Government Code Chapter 273, Section .001, requesting authority to publish an ad for the Sale of Property described as Vacant Lots described as: Mission Original Townsite, Lots (described herein)-Blocks 205 & 212;

3. Presentation of the market value appraisals in order for Commissioner's Court to set the minimum bids for the sale of two properties located in Precinct #3 and as approved for disposition through "Sale of Real Property" herein and (by CC 11-30-10):

a. Lots 1 thru 9 Block 212-FMV $182,952.00 with Minimum Bid Amount set at $_____;

b. Lots 4 thru 9 Block 205-FMV $149,388.00 with Minimum Bid Amount set at $_____.

I. AI-27380 Hidalgo County:
Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice & draft service contract) as attached hereto for "Hidalgo County-Laboratory Services" RFB: 2011-144-08-03-SMA

J. AI-27421 Approval of an Amendment No. 2 (reflecting the substitution of a revised Exhibit C- Revised Schedule) to the current agreement between Hidalgo County and Lockwood, Andrews and Newnam for the provision of consulting services in connection with Commuter Rail Feasibility Study for Hidalgo County.-C-10-031-08-03.

K. AI-27409 Requesting authority to advertise and approval of procurement packet (i.e. specifications - requirements, legal notice, draft requirements agreements etc.,) as attached hereto for Hidalgo County Precinct 1 - "Purchase of Reclaimed (Recycled) Asphalt Pavement (RAP) - RFB 2011-177-08-03-YZV

L. AI-27381 Hidalgo County Health Department:
Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County Health Department- Laboratory Services for CHIP, Medicaid, Private Insurance, Self Pay, Title V & CHIP Perinatal Patients (Superior Health Plan & Molina Health Care) Bid No. 2011-173-SMA

M. AI-27047 Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for "Hidalgo County-BCAP-Driveways, Valley Gutter, Curb & Gutter for Las Brisas Subdivision" RFB 2011-198-00-00-YSI.

AI-27422 **9.I.**

Surplus of Additional Property at former Pct. 3 Adm. Bldg., Shop & Adjacent Lots Complex for Disposition thru Sale

CC CONSENT

Date: 07/12/2011
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting the surplus of the Vacant Lots described as: Mission Original Townsite, Lots 1-9, Block 212; (as CC action of 11-3-10 for Lots 4 through 9, Block 205) for the purpose of disposition through sale;

2. Pursuant to Texas Local Government Code Chapter 273, Section .001, requesting authority to publish an ad for the Sale of Property described as Vacant Lots described as: Mission Original Townsite, Lots (described herein)-Blocks 205 & 212;

3. Presentation of the market value appraisals in order for Commissioner's Court to set the minimum bids for the sale of two properties located in Precinct #3 and as approved for disposition through "Sale of Real Property" herein and (by CC 11-30-10):

a. Lots 1 thru 9 Block 212-FMV $182,952.00 with Minimum Bid Amount set at $_____;

b. Lots 4 thru 9 Block 205-FMV $149,388.00 with Minimum Bid Amount set at $_____.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1
ACCT. #: 1100-415-18-160-001-0-540
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Open PO#650320 with The Monitor for 2011 advertising

Attachments

Link: Properties FMV

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/07/2011 09:38 AM	APRV
2	Budget & Management	Merlen P. Munoz	07/07/2011 09:58 AM	APRV
3	Roland Garcia	Rolando Garcia	07/08/2011 08:11 AM	APRV

Block 212

Form ROW-A-6
Rev. 7/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 400 W. 13th Street, Mission, Texas
District: Pharr
Property Owner: County of Hidalgo
ROW CSJ: N/A
Address of Property Owner: P.O. Box 1356, Edinburg, Texas 78539
Parcel: N/A
Occupant's Name: Vacant
Federal Project No: N/A
Whole: ☐ **Partial:** ☒ **Acquisition**
Highway: N/A
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 $182,952 as of December 10, 2010, based upon my independent appraisal and the exercise of my professional judgment; on March 18, 2010 and December 10, 2010, (date)(s), I personally inspected in the field the property herein appraised; I did afforded County of Hidalgo, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 18, 2011, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct No. 3, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

January 19, 2011
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser — Date

Purpose of the Appraisal Report
This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the subject for surplusing by the Hidalgo County Precinct No.3, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). Any improvements not located within the tract and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected. This report shall be utilized to determined the market value of said site in order to discuss the feasibility of surplus said tract in the near future.

Property Rights Appraised
The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 for further explanation.

Accessibility To Subject Property
The owner of record of the subject property was not sent a letter of intent to inspect the subject property as the owner of record is also the client of this report. On March 18, 2010, a representative with the Hidalgo County Precinct No. 3 allow the appraiser on-site access to the subject property.

Analysis of Subject As A Whole
As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the subdivision plat provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property as per subdivision plat provided. The subject tract is part of a larger tract of land of which shall not be required in include in the valuation as the subject overall size and dimensions constitute an economic unit in itself.

Economic Unit Analysis
The subject property shall be analyzed based on approximately 1.40 acre tract of land as indicated by survey and field notes created by Quintanilla, Headley and Associates, Inc. dated August 10, 2010. As per scope of the assignment the appraiser shall evaluate the subject property as fee simple for purposes of this report unless instructed otherwise. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 26,484 square feet (0.60 acres) and 43,560 square feet (1.00 acre). These indicated economic unit tracts shall be utilized for the analysis of the subject property.

Economic Unit (Gross)	1.40	Acres
	60,984	Square Feet

Legal Description:
A 1.40 acre tract of land being all of Lot 1 thru 9, and the former alley lying east of Lots 1, 2, 3, and west of Lots 4 thru 9, Block 212, The original town site of Mission, Hidalgo County, Texas, according to the map or Plat thereof recorded in Volume 2, pages 21 & 22, Map Records, Hidalgo County, Texas, according to Warranty Deed recorded in Volume 2095, Page 903, and Warranty Deed Recorded Under County Clerk's Document Number 361424, Official Records, Hidalgo County, Texas.

Form ROW-A-6
Rev. 7/2004
GSD-EPC

Block 205

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located at the northeastern corner of West Kika De La Garza Street and W. 12th Street, Mission, Texas
District: Pharr

Property Owner: County of Hidalgo
ROW CSJ: N/A

Address of Property Owner: P.O. Box 1366, Edinburg, Texas 78539
Parcel: N/A

Occupant's Name: Vacant
Federal Project No: N/A

Whole: ☐ **Partial:** ☒ **Acquisition**
Highway: N/A
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 $149,388.00 as of January 18, 2011, based upon my independent appraisal and the exercise of my professional judgment, on January 18, 2011 and February 10, 2011 (date)(s), I personally inspected in the field the property herein appraised; I did afforded County of Hidalgo, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 18, 2011, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct No. 3, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property

Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

May 5, 2011
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law

District Reviewing Appraiser — Date

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the subject for surplusing by the Hidalgo County Precinct No.3, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). Any improvements not located within the tract and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected. This report shall be utilized to determined the market value of said site in order to discuss the feasibility of surplus said tract in the near future.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 for further explanation.

Accessibility To Subject Property

The owner of record of the subject property was not sent a letter of intent to inspect the subject property as the owner of record is also the client of this report. On February 10, 2011, Jose Garcia with the Food Pantry allow the appraiser on-site access to the subject property.

Analysis of Subject As A Whole

As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the subdivision plat provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property as per subdivision plat provided. The subject tract is part of a larger tract of land of which shall not be required in include in the valuation as the subject overall size and dimensions constitute an economic unit in itself.

Economic Unit Analysis

The subject property shall be analyzed based on two separate lots, with approximately 0.5165 acres (separately) of land as indicated by survey and field notes created by Quintanilla, Headley and Associates, Inc. dated August 10, 2010. As per scope of the assignment the appraiser shall evaluate the subject property as fee simple for purposes of this report unless instructed otherwise. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 26,484 square feet (0.60 acres) and 43,560 square feet (1.00 acre). These indicated economic unit tracts shall be utilized for the analysis of the subject property.

Economic Unit (Gross)		
Tract No. 2	0.5165	Acres
	22,499	Square Feet
Tract No. 3	0.5165	Acres
	22,499	Square Feet
Combined Area	1.033	Acres
	44,998	Square Feet

Legal Description:

Tract No 2

A 0.5165 acre tract of land being all of Lot 4 thru 6, Block 205, Original Town Site of Mission, Hidalgo County, Texas, according to the map or Plat thereof recorded in Volume 2, pages 21 & 22, Map Records, Hidalgo County, Texas.

Tract No 3

A 0.5165 acre tract of land being all of Lot 7 thru 9, Block 205, Original Town Site of Mission, Hidalgo County, Texas, according to the map or Plat thereof recorded in Volume 2, pages 21 & 22, Map Records, Hidalgo County, Texas.

AI-31774 **Purchasing Department 18. C. 1.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Martha Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a "clarification/correction" to awarded agenda item No. 29069 approved by CC on October 18, 2011 for the project: "Renovations and Additions to the Elections Warehouse"(2011-147-09-20-MSS), where the awarded contingency allowance of $25,000.00 was specifically made for HVAC, be modified to be a general contingency allowance thus allowing unforseen construction costs be covered by this allowance and avoid project total cost to increase.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1301-414-00-130-020-0-452

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

BUDGETARY IMPACT:

PO No. 667685 $418,778.35

Attachments

Accepted agenda

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Moises Salazar Started On: 04/04/2012 01:00 PM

Final Approval Date: 04/10/2012

CC Approved on October 18, 2011

amount of **24,339.00**; and One (1) 2012 or newer 2500HD Silverado SWB Crewcab in the amount of **29,603.00** Hidalgo County's membership and participation with HGAC (Houston-Galveston) awarded vendor Caldwell Chevrolet (Contract #VE03-06): **for a combined total of $53,942.00** which includes delivery and HGAC fees.

D. **District Courts** 370th District Court

1. AI-29112 A. Acceptance and approval of a final negotiated "Professional Services Agreement" with the number one ranked firm, PAUL M. VAZALDUA d/b/a VAZALDUA & ASSOCIATES for the purposes of providing "Consulting Services" in the categories which include specific grants and related areas for Judicial Court Functions and Efficiencies for the the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence.

approved

B. Acceptance and approval of Work Authorization No. 1 with Paul M. Vazaldua d/b/a Vazaldua & Associates in the amount of $ 35,000.00 in connection to contract #C-11-269-10-18 for: "Professional Services Agreement" with the number one ranked firm, PAUL M. VAZALDUA d/b/a VAZALDUA & ASSOCIATES for the purposes of providing "Consulting Services" in the categories which include specific grants and related areas for Judicial Court Functions and Efficiencies for the the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence.

approved

E. **Elections Department**

1. AI-29069 Acceptance and approval to award the best valued proposal from job order contractor, Alpha Building Corp. (awarded JOC through HCDE-Choice Facility Partners) in the amount of $393,778.35 to include $25,000.00 for HVAC Contingency allowance for proposed Repairs & Addition to Elections Department Warehouse project #2011-147-09-20-MSS. Total combined amount not to exceed $418,778.35.

approved

18. **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. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

no action

C. Pending and/or potential litigation

D. **AI-29115** C-3911-10-D; Oscar Pizanno v. County of Hidalgo, et al

no action

CC Approved on October 18, 2011

AI-29069 **17. E. 1.**
CC REGULAR
Meeting Date: 10/18/2011
Submitted By: Oscar Garza, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award the best valued proposal from job order contractor, Alpha Building Corp. (awarded JOC through HCDE-Choice Facility Partners) in the amount of $393,778.35 to include $25,000.00 for HVAC Contingency allowance for proposed Repairs & Addition to Elections Department Warehouse project #2011-147-09-20-MSS. Total combined amount not to exceed $418,778.35.

BACKGROUND

Funding for proposed amount will be appropriated by the Office of Budget & Mgmt.

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1100-414-00-130-001-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 10/14/11.

Additional monies will be appropriated for the balance needed for the project.

Attachments

11-147

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	10/12/2011 03:00 PM
Budget & Management	Merlen P. Munoz	10/12/2011 03:05 PM
Auditor's Office	Monica Badillo	10/14/2011 05:15 PM

Form Started By: Oscar Garza Started On: 10/12/2011 10:09 AM
Final Approval Date: 10/14/2011

HALFF

October 5, 2011
28237/WA01

Oscar Garza
Program Coordinator
2302 S. Bus. Hwy 281
Edinburg, TX 78539

RE: Hidalgo County Elections Department – Warehouse Additions and Modifications

Dear Mr. Garza:

On September 20, 2011, the County received Job Order Contractor bids for the above referenced project. Two bids were received from CAS Company and Alpha Building, respectively. Alpha was the lower of the two bids at $440,344.94. Accordingly, the County entered into negotiations with them. The result of this process is that the overall construction bid has been lowered to $393,778.35. This resulted from minor simplifications of the design and clarification of various trade scopes. This amount is within the Elections Department budget for the project. Accordingly, I recommend that the County accept this proposal at the revised cost and award the construction project to Alpha.

The revised RS Means accounting for this bid is attached herein for your records.

Should you have any questions or concerns regarding this matter, don't hesitate to contact me.

Respectfully,

HALFF ASSOCIATES, INC.

Menton J. Murray, III, PE, LEED AP
Vice President

C: Yvonne Ramon
Richard Sunday

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HIGHWAY, SUITE 100
McALLEN, TX 78503-7446
TEL (956) 664-0286
FAX (956) 664-0282
WWW.HALFF.COM

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: 10/06/11	
Department: Elections Dept.	
Name of Approving Elected Official/Department Head/Supervisor: Yvonne Ramon	
Point of Contact: Yvonne Ramon	Contact Phone Number: (956) 318-2570 Contact Fax Number:
Contact E-Mail yvonne.ramon@co.hidalgo.tx.us	
Budget Account Number: 1-1100-414-00-130-001-0-452	
Signature of Approving Elected Official/Department Head/Supervisor: Yvonne Ramon	
Estimated Date Goods/Services are required: ASAP after Commissioner's Court approves	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

Please accept the proposal at the revised cost and award construction of the Elections Department Warehouse Project to Alpha Building.

Original Quote- $440,344.94
Negotiated Amount- $393,778.35

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

Alpha Building Corporation

5541 Bear Lane #201
Corpus Christi, TX 78504
361-299-6292 Fax 361-299-6374

Scope of Work Proposal

Delivery Order Work Proposal

For

Hidalgo County
Edinburg, TX 78539

Date: 9-20-11

Title: Hidalgo County Elections Department
Renovations and Additions to Elections Department
Warehouse Located on 317 N. Closner

Project # 201-147-09-20 MSS **Location: Edinburg , TX**

Attn. Mr. Moises Salazar

Dear Oscar,

We are pleased to provide you with our proposal for the **Hidalgo County Elections Department Renovations and Additions to Elections Department Warehouse** project. Please see accompanying scope of work. Alpha Building Corporation is extending this price to Hidalgo County under HCDE JOC RFP# 101030JC-HCDE State Wide.

Alpha Building Corporation has acknowledged addendums 1.

If you have any questions concerning this proposal or we may be of assistance in any other way please don't hesitate to call on me. We look forward to working with you.

Warmest Regards,

Fred Lozano
956-343-1101

Description of Work

Project Cost: **$393,778.35**

Contingency Allowance **$50,000.00**

HVAC Allowance: **$25,000.00**

Scope of Work: Provide all labor, equipment and material necessary to install new building addition and renovations for the Hidalgo County Elections Department per this scope of work and Half Engineers-Architects- Scientist- Planners- Surveyors plans and specifications "Hidalgo County Elections Warehouse Renovation Edinburg Texas Volume II" Menton J. Murray PE 87004 date 8-18-11

Staging and Protection:

- Establish with the owner's direction an area for storage of materials and spoils.
- Provide protection to existing construction during all phases.
- Dispose of all construction spoils by dumpster or direct haul off.

Scope of work:

- Demolition
- Site work includes concrete and paving
- Metal Building and Canopy
- Interior Architectural finishes and specialties
- Electrical and Data
- Mechanical and Plumbing
- Fire Alarm

Assumption:

Material and labor associated with unforeseen or unexpected conditions are not included with this scope of work and proposal. Any costs associated with unforeseen or unexpected conditions are above and beyond this scope of work and will incur additional cost above and beyond those proposed with this scope of work. Move will take place weather permitting

Exclusions:

- *Hazardous material surveys, work, and clearances are not included in this scope of work and are to be completed by others.*
- *Delay in project caused by owner, acts of god, or inclement weather*

- *Work not specified in plans*

Clarifications:

No work on change variances (orders) will be performed without written and documented authorized documentation.

General Assumptions:

- Hazardous material work or clean up is neither expected nor priced in this proposal.
- Special lead time equipment and materials. TBD
- Interface with existing structure: *Yes*
- Possible disruption to building personnel and plans to minimize: Area to be inaccessible to general public during installation time of section.
- Outages: *None*
- Special training/Orientation Requirements: *None*
- Work to be performed during non-normal hours: *None*
- Outage Coordination: *Alpha supt. and County designates*
- Schedule Issues: *None*
- Special Issues: *None*
- Special Security Requirements: *Protection of general public*
- Significant Milestones: *None*
- Hazardous Materials: *None*

Quality Assurance Considerations: A pre-final inspection will be held 1 day prior to final completion date. Any items identified will be corrected before request for final inspection.

I. STAFFING PLAN:

A. Project Manager: *Fred Lozano*
B. Superintendent: *TBA*
C. Quality Control Coordinator:
D. Subcontractors:

II. PERMITS: To be provided by General Contractor and Transporter.

A. Demo:
B. Burning: Welding: Cutting:

SUBMITTAL REQUIREMENTS: TBD

III. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None

Submitted By: Approved By:
Fred Lozano _____ *Date*_____

Preliminary Estimate, by line item

Fred Lozano
Alpha Building Corporation
RFP# 10/030JC - HCDE Statewide
Renovations and Additions to the Elections Dept. Warehouse

Estimator: Fred Lozano

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	$49,588.97	26 - Electrical	$120,995.65
02 - Existing Conditions	$18,307.02	27 - Communications	
03 - Concrete	$78,720.00	28 - Electronic Safety and Security	$11,700.00
04 - Masonry		31 - Earthwork	$11,477.00
05 - Metals	$21,932.50	32 - Exterior Improvements	$8,847.50
06 - Wood, Plastics, and Composites	$56.47	33 - Utilities	$1,805.00
07 - Thermal and Moisture Protection	$18,790.28	34 - Transportation	
08 - Openings	$28,591.75	35 - Waterway and Marine Transportation	
09 - Finishes	$65,563.34	41 - Material Processing and Handling Equipment	
10 - Specialties	$4,954.00	44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings	$486.00	48 - Electric Power Generation	
13 - Special Construction	$96,304.00	Alternates	$(61,500.12)
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing	$10,070.00	**MF04 Bare Total (Without totalling components)**	**$525,692.36**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$39,003.00		

Totalling Components

RSMeans Subtotal	$525,692.36	CCI Installation Adjustment (McAllen) (6.0000%)	$8,646.30
RSMeans MCALLEN, TX CCI 2011Q3, 78.90%	$(110,921.08)	JOC Coefficient Standard (-7.0000%)	$(29,639.23)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$220,489.47
Labor:	$144,104.54
Equipment:	$28,519.56
Other:	$132,578.79
Laborhours:	3,520.10
Green Line Items:15	$41,420.78

Priced/Non-Priced

Total Priced Items:	169	$525,692.36	
Total Non-Priced Items:	0	$0.00	0.00%
	169	$525,692.36	

Grand Total **$393,778.35**

Estimator: Fred Lozano **Combined estimates...**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-31-13-20-0200	Field personnel, project manager, average	Week	2.0000	$3,175.00	$6,350.00	RSM11FAC L, O&P	P
2	01-31-13-20-0260	Field personnel, superintendent, average Closest discription to meet the amount paid to superintendant to run the job start to finish.	Week	5.8000	$2,950.00	$17,110.00	RSM11FAC L, O&P	P
3	01-54-33-40-0160-4	Rent per month for general equipment rental, without operators, aerial lift, scissor type, electric, to 25' high, 2000 lb. capacity Two Lifts three months use.	Ea.	6.0000	$709.50	$4,257.00	RSM11FAC E, O&P	P
4	01-54-33-40-0170-4	Rent per month for general equipment rental, without operators, aerial lift, telescoping boom, gas, to 40' high, 500 lb. capacity Closest Discription two meet 1 lift 5000 lbs	Ea.	2.0000	$3,162.50	$6,325.00	RSM11FAC E, O&P	P
5	01-54-36-50-0020	Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, dozer, loader, backhoe, excavator, grader, paver, roller, 70 to 150 H.P. Site work Equipment	Ea.	5.0000	$239.00	$1,195.00	RSM11FAC L, E, O&P	P
6	01-54-36-50-1100	Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, small equipment, placed in rear of, or towed by pickup truck Mobilization / demobilization for ten trades	Ea.	20.0000	$70.00	$1,400.00	RSM11FAC L, E, O&P	P
7	01-54-36-50-1150	Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, small equipment, equipment up to 70 H.P., on flatbed trailer behind pickup truck Lifts Ect.	Ea.	2.0000	$171.00	$342.00	RSM11FAC L, E, O&P	P
8	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	185.4408	$68.00	$12,609.97	RSM11FAC M, L, E, O&P	P
9	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	0.0000	$68.00		RSM11FAC M, L, E, O&P	P
10	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by General Contractor at end of job Cost is for final clean up of intire job site to turn building over.	M.S.F.	0.0000	$94.50		RSM11FAC M, L, E, O&P	P
		01 - General Requirements Total				**$49,588.97**		
02 - Existing Conditions								
11	02-41-13-17-5010	Demolish, remove pavement and curb, excludes hauling and disposal fees, pavement removal, bituminous roads, 3" thick Removal of asphalt for west and east section of parking lot	S.Y.	720.0000	$5.40	$3,888.00	RSM11FAC L, E, O&P	P
12	02-41-13-38-1600	Selective demolition, water and sewer piping and fittings, excludes excavation, plastic pipe, 3/4" to 4" diameter	L.F.	125.0000	$2.14	$267.50	RSM11FAC L, O&P	P
13	02-41-13-38-2000	Selective demolition, water and sewer piping and fittings, excludes excavation, plastic pipe fittings, 4" to 8" diameter	Ea.	1.0000	$24.00	$24.00	RSM11FAC L, E, O&P	P

Estimator: Fred Lozano **Combined estimates...**

02 - Existing Conditions

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
14	02-41-19-23-0700	Selective demolition, rubbish handling, the following are to be added to the demolition prices, dumpster, weekly rental, includes one dump per week, 10 C.Y. capacity, 4 tons Closest discription to meet the amount needed dumpester will be dumped as needed possibly twice a month.	Week	6.0000	$525.00	$3,150.00	RSM11FAC M, O&P	P
15	02-41-19-23-0840	Selective demolition, rubbish handling, the following are to be added to the demolition prices, dumpster, weekly rental, includes one dump per week, 40 C.Y. capacity, 13 tons	Week	7.0000	$965.00	$6,755.00	RSM11FAC M, O&P	P
16	02-41-19-23-3000	Selective demolition, rubbish handling, the following are to be added to the demolition prices, loading and trucking, including 2 mile haul, chute loaded	C.Y.	54.0000	$53.00	$2,862.00	RSM11FAC L, E, O&P	P
17	02-41-19-25-0015	Selective demolition, saw cutting, asphalt, up to 3" deep Saw cut asphalt to prepare removal	L.F.	791.0000	$1.72	$1,360.52	RSM11FAC M, L, E, O&P	P
		02 - Existing Conditions Total				**$18,307.02**		

03 - Concrete

18	03-30-53-40-4050	Concrete in place, including forms (4 uses), reinforcing steel, concrete, placement and finishing unless otherwise indicated, foundation mat, 3000 PSI, over 20 C.Y. Concrete for Foundation, sub base, forming, rebar steel, and finish	C.Y.	133.0000	$320.00	$42,560.00	RSM11FAC M, L, E, O&P	P
19	03-30-53-40-4050	Concrete in place, including forms (4 uses), reinforcing steel, concrete, placement and finishing unless otherwise indicated, foundation mat, 3000 PSI, over 20 C.Y. Concrete for Foundation, sub base, forming, and rebar steel for pre fabricated building footings.	C.Y.	38.0000	$320.00	$12,160.00	RSM11FAC M, L, E, O&P	P
20	03-30-53-40-4050	Concrete in place, including forms (4 uses), reinforcing steel, concrete, placement and finishing unless otherwise indicated, foundation mat, 3000 PSI, over 20 C.Y. Concrete work for sidwalks, and valley gutter	C.Y.	75.0000	$320.00	$24,000.00	RSM11FAC M, L, E, O&P	P
		03 - Concrete Total				**$78,720.00**		

05 - Metals

21	05-12-23-05-0020	Canopy framing, 6" and 8" members, shop fabricated Discription for Structural framing on walk way canopy	Lb.	5,500.0000	$2.49	$13,695.00	RSM11FAC Grn, M, L, E, O&P	P
22	05-41-13-30-5140	Framing, stud walls, galvanized cold formed load bearing studs with top and bottom track, excludes openings, headers, beams, bridging or bracing, 10' high walls, 18 gauge x 3-5/8" wide, studs 16" O.C. Closest discription to match 3-5/8 metal studs.	L.F.	200.0000	$24.00	$4,800.00	RSM11FAC Grn, M, L, O&P	P
23	05-41-13-30-5200	Framing, stud walls, galvanized cold formed load bearing studs with top and bottom track, excludes openings, headers, beams, bridging or bracing, 10' high walls, 18 gauge x 6" wide, studs 16" O.C.	L.F.	125.0000	$27.50	$3,437.50	RSM11FAC Grn, M, L, O&P	P

Estimator: Fred Lozano — **Combined estimates...**

05 - Metals

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		Closest to fit 6" studs 20 guage						
		05 - Metals Total				**$21,932.50**		
06 - Wood, Plastics, and Composites								
24	06-11-10-32-4052	Sill and ledger framing, sills, 2" x 6"	L.F.	9.0000	$2.63	$23.67	RSM11FAC M, L, O&P	P
25	06-16-36-10-0802	Sheathing, plywood on walls with exterior CDX, 3/4" thick	S.F.	16.0000	$2.05	$32.80	RSM11FAC M, L, O&P	P
		06 - Wood, Plastics, and Composites Total				**$56.47**		
07 - Thermal and Moisture Protection								
26	07-21-16-20-0160	Blanket insulation for walls, kraft faced fiberglass, 6" thick, R19, 15" wide	S.F.	900.0000	$0.83	$747.00	RSM11FAC Grn, M, L, O&P	P
27	07-21-16-20-0180	Blanket insulation for walls, kraft faced fiberglass, 6" thick, R19, 23" wide Celing	S.F.	3,528.0000	$0.76	$2,681.28	RSM11FAC Grn, M, L, O&P	P
28	07-21-16-20-0420	Blanket insulation for walls, foil faced fiberglass, 3-1/2" thick, R13, 15" wide	S.F.	2,500.0000	$1.01	$2,525.00	RSM11FAC Grn, M, L, O&P	P
29	07-41-13-20-0100	Steel roofing panels, on steel frame, corrugated or ribbed, galvanized, 28 gauge Discription for metal liner panel	S.F.	1,600.0000	$4.06	$6,496.00	RSM11FAC M, L, O&P	P
30	07-41-13-20-0300	Steel roofing panels, on steel frame, corrugated or ribbed, galvanized, 26 gauge Canopy - R-panel type	S.F.	700.0000	$4.23	$2,961.00	RSM11FAC M, L, O&P	P
31	07-71-23-10-6100	Downspouts, steel, galvanized, rectangular, plain, 28 gauge, galvanized, 3" x 4"	L.F.	100.0000	$7.00	$700.00	RSM11FAC M, L, O&P	P
32	07-84-13-10-0770	Firestopping, construction joints, floor slab to drywall partition, flat joint	L.F.	200.0000	$13.40	$2,680.00	RSM11FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total				**$18,790.28**		
08 - Openings								
33	08-12-13-13-0100	Standard hollow metal frames, steel, knock down, 16 gauge, up to 5-3/4" jamb depth, 7'-0" high, 3'-0" wide, single	Ea.	10.0000	$228.00	$2,280.00	RSM11FAC M, L, O&P	P
34	08-12-13-13-0140	Standard hollow metal frames, steel, knock down, 16 gauge, up to 5-3/4" jamb depth, 7'-0" high, 6'-0" wide, double	Ea.	1.0000	$285.00	$285.00	RSM11FAC M, L, O&P	P
35	08-13-13-13-0100	Standard hollow metal doors, flush, hollow core, full panel, 1-3/8" thick, 20 gauge, 3'-0" x 7'-0"	Ea.	2.0000	$445.00	$890.00	RSM11FAC M, L, O&P	P
36	08-14-16-09-4040	Smooth wood doors, flush, exterior, solid core, birch, 1-3/4", 3'-0" x 7'-0"	Ea.	8.0000	$296.00	$2,368.00	RSM11FAC M, L, O&P	P

Estimator: Fred Lozano **Combined estimates...**

08 - Openings

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
37	08-33-23-10-0300	Rolling service doors, steel, including hardware, manual, 20 gauge, 12' x 12' high Closest discription to match 12x10 coiling door	Ea.	1.5000	$3,200.00	$4,800.00	RSM11FAC M, L, O&P	P
38	08-33-23-10-4500	Rolling service doors, motor operators, to 14' x 14' opening Mototor opertator for 12x10 coiling door	Ea.	2.0000	$1,425.00	$2,850.00	RSM11FAC M, L, O&P	P
39	08-36-13-10-2700	Overhead commercial doors, steel, excluding frame, 24 gauge sectional, manual, 12' x 12' high Closest price by squre footage cost to match 14x8 sectional door	Ea.	1.5000	$2,125.00	$3,187.50	RSM11FAC M, L, O&P	P
40	08-71-20-15-1000	Hardware, door hardware, apartment, interior Door hardware for interior doors and exit door on North side.	Door	8.0000	$700.00	$5,600.00	RSM11FAC M, L, O&P	P
41	08-71-20-15-3100	Hardware, average, door hardware, school, stairway, double exterior, with panic device South exterior double door hardware	Pr.	1.0000	$2,550.00	$2,550.00	RSM11FAC M, L, O&P	P
42	08-71-20-30-0200	Door closers, adjustable backcheck, 3 way mount, non sized, regular arm	Ea.	2.0000	$276.00	$552.00	RSM11FAC M, L, O&P	P
43	08-81-10-10-0600	Various types and thickness of float glass, 1/4" thick, clear, plain	S.F.	15.0000	$14.95	$224.25	RSM11FAC M, L, O&P	P
44	08-81-30-10-2500	Reduce heat transfer glass, heat reflective, film inside, 1" thick unit, clear Cosest discription to match 3'x4'x1" insulated glass.	S.F.	72.0000	$41.00	$2,952.00	RSM11FAC Grn, M, L, O&P	P
45	08-91-19-10-0300	Aluminum louvers, aluminum with screen, residential, 18" x 24"	Ea.	1.0000	$53.00	$53.00	RSM11FAC M, L, O&P	P
		08 - Openings Total				**$28,591.75**		

09 - Finishes

46	09-22-13-13-1300	Metal channel furring, walls, 7/8" channels, galvanized, 24" O.C. North and South wall hat channel framing.	S.F.	1,000.0000	$1.56	$1,560.00	RSM11FAC M, L, O&P	P
47	09-22-13-13-1300	Metal channel furring, walls, 7/8" channels, galvanized, 24" O.C. East wall hat channel framing.	S.F.	3,500.0000	$1.56	$5,460.00	RSM11FAC M, L, O&P	P
48	09-22-13-13-1300	Metal channel furring, walls, 7/8" channels, galvanized, 24" O.C. West Wall hat channel framing	S.F.	2,000.0000	$1.56	$3,120.00	RSM11FAC M, L, O&P	P
49	09-29-10-30-2050	Gypsum board, on walls and ceilings, nailed or screwed to studs, 5/8" thick, on walls, standard, taped and finished, level 4 finish Interior sheet rock	S.F.	7,900.0000	$1.53	$12,087.00	RSM11FAC M, L, O&P	P
50	09-29-10-30-2100	Gypsum board, on walls and ceilings, nailed or screwed to studs, 5/8" thick, on walls, fire resistant, excluding finish Exterior and interior gypsum board for east wall.	S.F.	4,116.0000	$0.87	$3,580.92	RSM11FAC M, L, O&P	P

Estimator: Fred Lozano **Combined estimates...**

09 - Finishes

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
51	09-30-13-10-5820	Ceramic tile, walls, interior, thin set, 12" x 12" tile Includes bill nose	S.F.	3,005.0000	$6.90	$20,734.50	RSM11FAC M, L, O&P	P
52	09-51-23-30-0600	Suspended ceilings, complete, including standard, suspension system, excluding 1-1/2" carrier channels, fiberglass ceiling board, 2' x 4' x 5/8", plain faced Closest discription to install recommended acoustical ceiling	S.F.	3,528.0000	$2.64	$9,313.92	RSM11FAC M, L, O&P	P
53	09-91-23-40-0160	Floors, interior, concrete paint, latex, roll, 1st coat Closest discription to paint flooring	S.F.	450.0000	$0.40	$180.00	RSM11FAC M, L, O&P	P
54	09-91-23-40-0170	Floors, interior, concrete paint, latex, roll, 2nd coat Closest discription to paint flooring	S.F.	450.0000	$0.28	$126.00	RSM11FAC M, L, O&P	P
55	09-91-23-72-0340	Walls and ceilings, interior, concrete, drywall or plaster, latex, primer or sealer coat, sand finish, roller	S.F.	7,900.0000	$0.47	$3,713.00	RSM11FAC M, L, O&P	P
56	09-91-23-72-0840	Walls and ceilings, interior, concrete, drywall or plaster, latex, paint two coats, smooth finish, roller	S.F.	7,900.0000	$0.72	$5,688.00	RSM11FAC M, L, O&P	P
		09 - Finishes Total				**$65,563.34**		

10 - Specialties

57	10-21-13-19-1050	Plastic toilet compartments, cubicles, floor and ceiling anchored, phenolic Closest Discription for toleit partitions	Ea.	3.0000	$1,100.00	$3,300.00	RSM11FAC M, L, O&P	P
58	10-28-13-13-0610	Commercial toilet accessories, dispenser units, towel dispenser and waste receptacle, 18 gallon capacity	Ea.	2.0000	$345.00	$690.00	RSM11FAC M, L, O&P	P
59	10-28-13-13-1300	Commercial toilet accessories, grab bar, straight, 1-1/2" diameter, stainless steel, 36" long	Ea.	2.0000	$65.50	$131.00	RSM11FAC M, L, O&P	P
60	10-28-13-13-1310	Commercial toilet accessories, grab bar, straight, 1-1/2" diameter, stainless steel, 42" long	Ea.	2.0000	$79.00	$158.00	RSM11FAC M, L, O&P	P
61	10-28-13-13-3000	Commercial toilet accessories, mirror, with stainless steel 3/4" square frame, 18" x 24"	Ea.	2.0000	$80.00	$160.00	RSM11FAC M, L, O&P	P
62	10-28-13-13-4300	Commercial toilet accessories, robe hook, single, regular	Ea.	2.0000	$28.00	$56.00	RSM11FAC M, L, O&P	P
63	10-28-13-13-5000	Commercial toilet accessories, soap dispenser, recessed stainless steel, liquid	Ea.	2.0000	$192.00	$384.00	RSM11FAC M, L, O&P	P
64	10-28-13-13-6100	Commercial toilet accessories, toilet tissue dispenser, surface mounted, stainless steel, single roll	Ea.	2.0000	$37.50	$75.00	RSM11FAC M, L, O&P	P
		10 - Specialties Total				**$4,954.00**		

Estimator: Fred Lozano — **Combined estimates...**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
12 - Furnishings								
65	12-21-13-13-0090	Metal horizontal louver blinds, horizontal, 1" aluminum slats, custom, minimum	S.F.	72.0000	$6.75	$486.00	RSM11FAC M, L, O&P	P
		12 - Furnishings Total				**$486.00**		
13 - Special Construction								
66	13-34-19-50-1500	Pre-engineered steel buildings, clear span tapered beam frame, 30 P.S.F. roof and 20 P.S.F. wind load, excluding footings, slabs and anchor bolts, 26 gauge colored roofing and siding, 30' to 39' wide, 16' eave height	SF Flr.	3,704.0000	$26.00	$96,304.00	RSM11FAC M, L, E, O&P	P
		13 - Special Construction Total				**$96,304.00**		
22 - Plumbing								
67	22-13-19-13-2640	Sanitary drains, floor, acid resistant, PVC, 2", 3" and 4" pipe size	Ea.	3.0000	$360.00	$1,080.00	RSM11FAC M, L, O&P	P
68	22-41-16-10-0760	Lavatories, including trim, white, vanity top, porcelain enamel on cast iron, 20" x 12" triangular bowl Closest Discription	Ea.	2.0000	$450.00	$900.00	RSM11FAC M, L, O&P	P
69	22-42-39-10-0972	Faucets and fittings, flush valves, automatic flush sensor and operator for urinals or water closets, standard	Ea.	3.0000	$545.00	$1,635.00	RSM11FAC Grn, M, L, O&P	P
70	22-42-39-10-0984	Faucets and fittings, flush valves, automatic flush sensor and operator for urinals or water closets, high efficiency water saving, water closets, 1.28 GPF	Ea.	3.0000	$520.00	$1,560.00	RSM11FAC M, L, O&P	P
71	22-42-39-10-2810	Faucets and fittings, faucets for lavatories, automatic sensor and operator, with faucet head	Ea.	2.0000	$520.00	$1,040.00	RSM11FAC M, L, O&P	P
72	22-43-13-40-1150	Water closets, bowl only, one piece, vitreous china, including seat and flush valve, ADA compliant, 18" high, floor mounted, with wall outlet Closest Discription	Ea.	3.0000	$635.00	$1,905.00	RSM11FAC M, L, O&P	P
73	22-47-16-10-0140	Electric water coolers, wall mounted, non-recessed, 4 GPH Closest Discription	Ea.	2.0000	$975.00	$1,950.00	RSM11FAC M, L, O&P	P
		22 - Plumbing Total				**$10,070.00**		
23 - Heating, Ventilating, and Air-Conditioning (HVAC)								
74	23-31-13-13-0520	Rectangular metal ducts, fabricated rectangular, including approximately 25% fittings, joints, supports, allowance for flexible connections, excluding insulation, fabrication and installation are combined as labor cost, galvanized steel, 200 to 500 lb.	Lb.	500.0000	$8.10	$4,050.00	RSM11FAC M, L, O&P	P
75	23-31-13-16-5420	Round and flat-oval spiral ducts, spiral preformed, steel, galvanized, straight lengths, maximum 10" static pressure water gauge, 6" diameter, 26 gauge	L.F.	60.0000	$6.10	$366.00	RSM11FAC M, L, O&P	P

Estimator: Fred Lozano — **Combined estimates...**

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
76	23-31-13-16-5430	Round and flat-oval spiral ducts, spiral preformed, steel, galvanized, straight lengths, maximum 10" static pressure water gauge, 8" diameter, 26 gauge	L.F.	210.0000	$8.40	$1,764.00	RSM11FAC M, L, O&P	P
77	23-31-13-16-5440	Round and flat-oval spiral ducts, spiral preformed, steel, galvanized, straight lengths, maximum 10" static pressure water gauge, 10" diameter, 26 gauge	L.F.	50.0000	$10.50	$525.00	RSM11FAC M, L, O&P	P
78	23-31-13-16-5450	Round and flat-oval spiral ducts, spiral preformed, steel, galvanized, straight lengths, maximum 10" static pressure water gauge, 12" diameter, 26 gauge	L.F.	30.0000	$13.60	$408.00	RSM11FAC M, L, O&P	P
79	23-31-13-16-5460	Round and flat-oval spiral ducts, spiral preformed, steel, galvanized, straight lengths, maximum 10" static pressure water gauge, 14" diameter, 24 gauge	L.F.	50.0000	$19.60	$980.00	RSM11FAC M, L, O&P	P
80	23-31-13-16-8400	Round and flat-oval spiral ducts, spiral preformed, steel, PVC coated both sides, elbow, 45°, 6" diameter	Ea.	2.0000	$39.00	$78.00	RSM11FAC M, L, O&P	P
81	23-31-13-16-8806	Round and flat-oval spiral ducts, spiral preformed, steel, PVC coated both sides, elbow, 90°, 6" diameter	Ea.	2.0000	$44.00	$88.00	RSM11FAC M, L, O&P	P
82	23-31-13-16-8808	Round and flat-oval spiral ducts, spiral preformed, steel, PVC coated both sides, elbow, 90°, 8" diameter	Ea.	14.0000	$59.50	$833.00	RSM11FAC M, L, O&P	P
83	23-31-13-16-8814	Round and flat-oval spiral ducts, spiral preformed, steel, PVC coated both sides, elbow, 90°, 14" diameter	Ea.	2.0000	$133.00	$266.00	RSM11FAC M, L, O&P	P
84	23-33-13-13-5994	Volume control dampers, multi blade dampers, opposed blade, 8" x 8"	Ea.	19.0000	$52.50	$997.50	RSM11FAC M, L, O&P	P
85	23-33-13-13-6035	Volume control dampers, multi blade dampers, opposed blade, 16" x 16"	Ea.	3.0000	$85.00	$255.00	RSM11FAC M, L, O&P	P
86	23-33-13-16-4510	Fire dampers, fire and smoke combination damper, louver type, U.L. label, 8" x 8"	Ea.	5.0000	$173.00	$865.00	RSM11FAC M, L, O&P	P
		In discription of 6- balancing damper						
87	23-33-46-10-2560	Flexible air ducts, flexible, coated fiberglass fabric on corrosion resistant metal helix, pressure to 12" water gauge, UL-181, insulated, heavy duty, coated fiberglass fabric, 6" diameter	L.F.	30.0000	$9.00	$270.00	RSM11FAC Grn, M, L, O&P	P
88	23-33-46-10-2600	Flexible air ducts, flexible, coated fiberglass fabric on corrosion resistant metal helix, pressure to 12" water gauge, UL-181, insulated, heavy duty, coated fiberglass fabric, 8" diameter	L.F.	100.0000	$12.20	$1,220.00	RSM11FAC Grn, M, L, O&P	P
89	23-33-46-10-2680	Flexible air ducts, flexible, coated fiberglass fabric on corrosion resistant metal helix, pressure to 12" water gauge, UL-181, insulated, heavy duty, coated fiberglass fabric, 14" diameter	L.F.	6.0000	$25.00	$150.00	RSM11FAC Grn, M, L, O&P	P
90	23-34-16-10-7100	Centrifugal type HVAC fans, roof exhauster, centrifugal, aluminum housing, 12" galvanized, curb, bird screen, back draft damper, 1/4" S.P., direct drive, 320 CFM, 11" square damper	Ea.	1.0000	$880.00	$880.00	RSM11FAC M, L, O&P	P
		Closest discription to specs. EF-l spec call for 350 CFM 1/8 HP						
91	23-34-23-10-6670	HVAC power circulators and ventilators, residential, bath exhaust, grille, back draft damper, 110 CFM	Ea.	1.0000	$154.00	$154.00	RSM11FAC M, L, O&P	P

Estimator: Fred Lozano — **Combined estimates...**

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		Closest discription to print. Plans spec out 100 CFM (76) HP						
92	23-37-13-10-1060	Diffusers, aluminum, opposed blade damper, ceiling, rectangular, 1 to 4 way blow, 12" x 12"	Ea.	2.0000	$141.00	$282.00	RSM11FAC M, L, O&P	P
93	23-37-13-10-1180	Diffusers, aluminum, opposed blade damper, ceiling, rectangular, 1 to 4 way blow, 24" x 24"	Ea.	19.0000	$380.00	$7,220.00	RSM11FAC M, L, O&P	P
94	23-37-13-30-3970	Grilles, aluminum, eggcrate, framed, 12" x 12" opening	Ea.	2.0000	$59.00	$118.00	RSM11FAC M, L, O&P	P
95	23-37-13-30-4040	Grilles, aluminum, eggcrate, framed, 24" x 24" opening	Ea.	7.0000	$128.00	$896.00	RSM11FAC M, L, O&P	P
96	23-81-43-10-1510	Air source heat pumps, excluding interconnecting tubing, curbs, pads, and ductwork, including supplementary electric heat coil, air to air, split system, single package, 1.5 ton cooling, 5 MBH heat @ 0° F Closest discription for all split packeges	Ea.	3.5000	$3,575.00	$12,512.50	RSM11FAC M, L, O&P	P
97	23-81-43-10-1520	Air source heat pumps, excluding interconnecting tubing, curbs, pads, and ductwork, including supplementary electric heat coil, air to air, split system, single package, 2 ton cooling, 6.5 MBH heat @ 0° F	Ea.	1.0000	$3,825.00	$3,825.00	RSM11FAC M, L, O&P	P
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total				**$39,003.00**		

26 - Electrical

98	26-05-05-20-0210	Electrical demolition, wiring methods, armored cable, with PVC jacket, in cable tray, 350 kcmil Remove Existing Feeders	C.L.F.	8.0000	$187.00	$1,496.00	RSM11FAC L, O&P	P
99	26-05-19-35-0030	Cable terminations, screw-on connectors, insulated, #18 to #12	Ea.	500.0000	$2.70	$1,350.00	RSM11FAC M, L, O&P	P
100	26-05-19-35-0035	Cable terminations, screw-on connectors, insulated, #16 to #10	Ea.	100.0000	$2.87	$287.00	RSM11FAC M, L, O&P	P
101	26-05-19-90-0140	Wire, 600 volt, coppper type THW, stranded, #8 Feeder 1011	C.L.F.	0.2000	$113.00	$22.60	RSM11FAC M, L, O&P	P
102	26-05-19-90-0160	Wire, 600 volt, coppper type THW, stranded, #6 Feeder 1020	C.L.F.	1.7000	$156.00	$265.20	RSM11FAC M, L, O&P	P
103	26-05-19-90-0220	Wire, 600 volt, coppper type THW, stranded, #2 Grounding Conductor	C.L.F.	0.3000	$287.00	$86.10	RSM11FAC M, L, O&P	P
104	26-05-19-90-0240	Wire, 600 volt, coppper type THW, stranded, #1 Feeder 1000	C.L.F.	0.2000	$345.00	$69.00	RSM11FAC M, L, O&P	P
105	26-05-19-90-0240	Wire, 600 volt, coppper type THW, stranded, #1 Feeder 1011	C.L.F.	1.0000	$345.00	$345.00	RSM11FAC M, L, O&P	P

Estimator: Fred Lozano **Combined estimates...**

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
106	26-05-19-90-0240	Wire, 600 volt, coppper type THW, stranded, #1 Feeder P001	C.L.F.	1.1000	$345.00	$379.50	RSM11FAC M, L, O&P	P
107	26-05-19-90-0300	Wire, 600 volt, coppper type THW, stranded, 3/0 Feeder 1020	C.L.F.	6.2000	$620.00	$3,844.00	RSM11FAC M, L, O&P	P
108	26-05-19-90-0300	Wire, 600 volt, coppper type THW, stranded, 3/0 Feeder 1010	C.L.F.	1.2000	$620.00	$744.00	RSM11FAC M, L, O&P	P
109	26-05-19-90-0450	Wire, 600 volt, coppper type THW, stranded, 350 kcmil Feeder P001	C.L.F.	6.6000	$1,125.00	$7,425.00	RSM11FAC M, L, O&P	P
110	26-05-19-90-0450	Wire, 600 volt, coppper type THW, stranded, 350 kcmil Feeder 1000	C.L.F.	1.0000	$1,125.00	$1,125.00	RSM11FAC M, L, O&P	P
111	26-05-19-90-1200	Wire, 600 volt, copper type THWN-THHN, stranded, #12	C.L.F.	82.0000	$70.00	$5,740.00	RSM11FAC M, L, O&P	P
112	26-05-19-90-1250	Wire, 600 volt, copper type THWN-THHN, stranded, #10 Shredder Circuit	C.L.F.	1.3000	$83.50	$108.55	RSM11FAC M, L, O&P	P
113	26-05-19-90-1400	Wire, 600 volt, copper type THWN-THHN, stranded, #4 Shredder Circuit	C.L.F.	5.2000	$211.00	$1,097.20	RSM11FAC M, L, O&P	P
114	26-05-26-80-0100	Grounding, rod, copper clad, 10' long, 3/4" diameter	Ea.	2.0000	$183.00	$366.00	RSM11FAC M, L, O&P	P
115	26-05-26-80-0250	Grounding, clamp, bronze, 3/4" diameter	Ea.	2.0000	$27.50	$55.00	RSM11FAC M, L, O&P	P
116	26-05-33-13-5020	Conduit, to 15' high, includes 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 L.F., electric metallic tubing (EMT), 3/4" diameter	L.F.	2,200.0000	$5.85	$12,870.00	RSM11FAC M, L, O&P	P
117	26-05-33-13-5040	Conduit, to 15' high, includes 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 L.F., electric metallic tubing (EMT), 1" diameter	L.F.	120.0000	$7.20	$864.00	RSM11FAC M, L, O&P	P
118	26-05-33-13-5100	Conduit, to 15' high, includes 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 L.F., electric metallic tubing (EMT), 2" diameter Feeder 1020	L.F.	150.0000	$12.90	$1,935.00	RSM11FAC M, L, O&P	P
119	26-05-33-13-5220	Conduit, to 15' high, electric metallic tubing (EMT), field bends, 45° to 90°, 3/4" diameter	Ea.	285.0000	$7.70	$2,194.50	RSM11FAC L, O&P	P
120	26-05-33-13-5240	Conduit, to 15' high, electric metallic tubing (EMT), field bends, 45° to 90°, 1" diameter	Ea.	2.0000	$8.45	$16.90	RSM11FAC L, O&P	P
121	26-05-33-13-5300	Conduit, to 15' high, electric metallic tubing (EMT), field bends, 45° to 90°, 2" diameter Feeder 1020	Ea.	2.0000	$23.50	$47.00	RSM11FAC L, O&P	P

Estimator: Fred Lozano — **Combined estimates...**

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
122	26-05-33-13-5340	Conduit, to 15' high, electric metallic tubing (EMT), field bends, offsets, 3/4" diameter	Ea.	130.0000	$9.95	$1,293.50	RSM11FAC L, O&P	P
123	26-05-33-13-5360	Conduit, to 15' high, electric metallic tubing (EMT), field bends, offsets, 1" diameter	Ea.	3.0000	$11.60	$34.80	RSM11FAC L, O&P	P
124	26-05-33-13-5420	Conduit, to 15' high, electric metallic tubing (EMT), field bends, offsets, 2" diameter Feeder 1020	Ea.	2.0000	$31.00	$62.00	RSM11FAC L, O&P	P
125	26-05-33-13-7470	Conduit, to 15' high, electric metallic tubing (EMT), EMT, LB, LR or LL fittings with covers, set screw, 2" diameter Feeder 1020	Ea.	1.0000	$135.00	$135.00	RSM11FAC M, L, O&P	P
126	26-05-33-13-8750	Conduit, to 15' high, electric metallic tubing (EMT), couplings, compression, steel, 2" diameter Feeder 1020	Ea.	6.0000	$44.50	$267.00	RSM11FAC M, O&P	P
127	26-05-33-13-8810	Conduit, to 15' high, electric metallic tubing (EMT), box connectors, compression, steel, 3/4" diameter	Ea.	217.0000	$9.95	$2,159.15	RSM11FAC M, L, O&P	P
128	26-05-33-13-8820	Conduit, to 15' high, electric metallic tubing (EMT), box connectors, compression, steel, 1" diameter	Ea.	2.0000	$13.95	$27.90	RSM11FAC M, L, O&P	P
129	26-05-33-13-8850	Conduit, to 15' high, electric metallic tubing (EMT), box connectors, compression, steel, 2" diameter Feeder 1020	Ea.	4.0000	$41.50	$166.00	RSM11FAC M, L, O&P	P
130	26-05-33-14-0600	Conduit to 15' high, includes couplings, rigid galvanized steel, 2" diameter Feeders between 'MDF' room and 'IDF' room	L.F.	225.0000	$15.55	$3,498.75	RSM11FAC M, L, O&P	P
131	26-05-33-14-0620	Conduit to 15' high, includes couplings, rigid galvanized steel, 2-1/2" diameter Feeder P001	L.F.	40.0000	$24.50	$980.00	RSM11FAC M, L, O&P	P
132	26-05-33-15-3780	Conduit nipples, including locknuts and bushings, rigid galvanized steel, 2-1/2" diameter, 12" long Feeders 1000 & 1010	Ea.	2.0000	$141.00	$282.00	RSM11FAC M, L, O&P	P
133	26-05-33-16-0150	Outlet boxes, pressed steel, square, 4"	Ea.	150.0000	$33.50	$5,025.00	RSM11FAC M, L, O&P	P
134	26-05-33-16-0200	Outlet boxes, pressed steel, square, 4", extension rings	Ea.	100.0000	$22.00	$2,200.00	RSM11FAC M, L, O&P	P
135	26-05-33-16-0250	Outlet boxes, pressed steel, square, 4", covers, blank	Ea.	50.0000	$11.45	$572.50	RSM11FAC M, L, O&P	P
136	26-05-33-18-2150	Pull boxes, sheet metal, pull box, NEMA 3R, type screw cover (SC), raintight and weatherproof, 6" length x 6" width x 6" deep	Ea.	1.0000	$89.00	$89.00	RSM11FAC M, L, O&P	P
137	26-05-36-40-0300	Cable tray, covers and dividers, to 15' high, covers, ventilated galvanized steel, straight, 12" wide tray size	L.F.	80.0000	$11.95	$956.00	RSM11FAC M, L, O&P	P

Estimator: Fred Lozano — **Combined estimates...**

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
138	26-05-39-40-0200	Conduit in trench, includes terminations and fittings, excludes excavation or backfill, rigid galvanized steel, 2" diameter Feeders between 'MDF' room and 'IDF' room	L.F.	100.0000	$11.15	$1,115.00	RSM11FAC M, L, O&P	P
139	26-05-39-40-0400	Conduit in trench, includes terminations and fittings, excludes excavation or backfill, rigid galvanized steel, 2-1/2" diameter Feeder P001	L.F.	50.0000	$19.65	$982.50	RSM11FAC M, L, O&P	P
140	26-09-13-10-0800	Switchboard instruments, 3 phase, 4 wire, 3 current transformers, 5 to 800 amp Current Transformers	Ea.	3.5000	$3,525.00	$12,337.50	RSM11FAC M, L, O&P	P
141	26-24-16-30-2300	Panelboards commercial applications, NQOD panel, with 20 amp, 1 pole, circuit breakers, 4 wire, 120/208 volt with main circuit breaker, 400 amp main, 42 circuits New Panels	Ea.	1.0000	$5,875.00	$5,875.00	RSM11FAC M, L, O&P	P
142	26-24-16-30-2350	Panelboards commercial applications, NQOD panel, with 20 amp, 1 pole, circuit breakers, 4 wire, 120/208 volt with main circuit breaker, 600 amp main, 42 circuits New Panels	Ea.	1.0000	$7,975.00	$7,975.00	RSM11FAC M, L, O&P	P
143	26-24-16-30-3110	Panelboards commercial applications, main lug, excluding main breaker, 240 volt, 3 pole, 4 wire, 100 amp New Panel with Lugs Only	Ea.	1.0000	$920.00	$920.00	RSM11FAC M, L, O&P	P
144	26-27-13-10-2120	Meter centers and sockets, meter center, main fusible switch, 3 pole, 4 wire, 120/208 volt, 800 amp New Meter Socket	Ea.	1.0000	$9,150.00	$9,150.00	RSM11FAC M, L, O&P	P
145	26-27-16-10-7200	Cabinets, current transformer, single door, 30" high x 30" wide x 10" deep Current Transformers	Ea.	1.0000	$865.00	$865.00	RSM11FAC M, L, O&P	P
146	26-27-26-20-0500	Wiring devices elements, toggle switch, quiet type, 1 pole, 20 amp	Ea.	11.0000	$31.50	$346.50	RSM11FAC M, L, O&P	P
147	26-27-26-20-0800	Wiring devices elements, toggle switch, 3 way, 20 amp	Ea.	4.0000	$44.00	$176.00	RSM11FAC M, L, O&P	P
148	26-27-26-20-1000	Wiring devices elements, toggle switch, 4 way, 20 amp	Ea.	1.0000	$101.00	$101.00	RSM11FAC M, L, O&P	P
149	26-27-26-20-2470	Wiring devices elements, receptacle, duplex, 120 volt, grounded, 20 amp	Ea.	62.0000	$34.50	$2,139.00	RSM11FAC M, L, O&P	P
150	26-27-26-20-2482	Wiring devices elements, receptacle, duplex, ground fault interrupting, 20 amp	Ea.	6.0000	$65.00	$390.00	RSM11FAC M, L, O&P	P
151	26-27-26-20-4040	Wiring devices elements, receptacle, 60 amp, 3 pole, 250 volt NEMA 15 Shredder Outlet	Ea.	1.0000	$178.00	$178.00	RSM11FAC M, L, O&P	P
152	26-51-13-50-0940	Interior lighting fixtures, including lamps, mounting hardware and connections, fluorescent, cool white lamps, troffer, recess mounted in grid, rapid start, acrylic lens, 2' wide x 4' long, two 32 watt T8	Ea.	8.0000	$196.00	$1,568.00	RSM11FAC Grn, M, L, O&P	P

Estimator: Fred Lozano — **Combined estimates...**

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		Type B/BE Light Fixtures						
153	26-51-13-50-0940	Interior lighting fixtures, including lamps, mounting hardware and connections, fluorescent, cool white lamps, troffer, recess mounted in grid, rapid start, acrylic lens, 2' wide x 4' long, two 32 watt T8 Type C/CE Light Fixtures	Ea.	4.0000	$196.00	$784.00	RSM11FAC Grn, M, L, O&P	P
154	26-51-13-50-0950	Interior lighting fixtures, including lamps, mounting hardware and connections, fluorescent, cool white lamps, troffer, recess mounted in grid, rapid start, acrylic lens, 2' wide x 4' long, three 32 watt T8 Type A/AE Light Fixtures	Ea.	20.0000	$207.00	$4,140.00	RSM11FAC Grn, M, L, O&P	P
155	26-51-13-50-3100	Interior lighting fixtures, including lamps, mounting hardware and connections, fluorescent, strip fixture, pendent mounted, industrial, white porcelain enamel, 4' long, two 40 watt, rapid start Typr F Light Fixtures	Ea.	8.0000	$165.00	$1,320.00	RSM11FAC M, L, O&P	P
156	26-51-13-50-7690	Interior lighting fixtures, emergency ballast, factory installed in fixture Emergency Ballasts	Ea.	10.0000	$169.00	$1,690.00	RSM11FAC M, O&P	P
157	26-53-13-10-0240	Exit lighting fixtures, exit light ceiling or wall mount, L.E.D. with battery unit, single face	Ea.	3.0000	$272.00	$816.00	RSM11FAC Grn, M, L, O&P	P
158	26-56-23-10-1170	Exterior fixtures, including lamps, wall pack, high pressure sodium, 150 watt NLI - New Fixture type'G'	Ea.	15.0000	$430.00	$6,450.00	RSM11FAC M, L, O&P	P
159	26-61-13-10-0120	Energy saving lighting devices, occupancy sensors, dual technology ceiling mounted	Ea.	4.0000	$299.00	$1,196.00	RSM11FAC M, L, O&P	P
		26 - Electrical Total				**$120,995.65**		

28 - Electronic Safety and Security

160	28-31-23-50-4170	Alarm panels and devices, excluding wires and conduit, fire, alarm control panel, addressable, with voice, up to 400 points CLOSEST DISCRIPTION TO MATCH INCLUDES STAMPED DRAWINGS	Ea.	1.0000	$11,700.00	$11,700.00	RSM11FAC M, L, O&P	P
		28 - Electronic Safety and Security Total				**$11,700.00**		

31 - Earthwork

161	31-23-23-17-0500	General fill, spread dumped material, gravel fill, compacted, under floor slabs, 4" deep Closest match paving sub base	S.F.	3,800.0000	$0.74	$2,812.00	RSM11FAC M, L, E, O&P	P
162	31-23-23-17-0500	General fill, spread dumped material, gravel fill, compacted, under floor slabs, 4" deep Side walk and asphalt sub base	S.F.	7,500.0000	$0.74	$5,550.00	RSM11FAC M, L, E, O&P	P

Estimator: Fred Lozano — **Combined estimates...**

31 - Earthwork

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
163	31-31-16-13-0200	Chemical termite control, slab and walls, commercial, maximum	SF Flr.	3,500.0000	$0.89	$3,115.00	RSM11FAC M, L, O&P	P
		31 - Earthwork Total				**$11,477.00**		

32 - Exterior Improvements

164	32-12-16-13-0380	Plant-mix asphalt paving, for large paved areas, excluding hauling costs, wearing course, 2" thick	S.Y.	850.0000	$9.95	$8,457.50	RSM11FAC M, L, E, O&P	P
165	32-17-23-13-0020	Painted pavement markings, acrylic waterborne, white or yellow, 4" wide	L.F.	300.0000	$0.38	$114.00	RSM11FAC M, L, E, O&P	P
166	32-17-23-14-1200	Pavement parking markings, handicap symbol	Ea.	6.0000	$46.00	$276.00	RSM11FAC M, L, O&P	P
		32 - Exterior Improvements Total				**$8,847.50**		

33 - Utilities

167	33-11-13-25-2100	Water supply, polyvinyl chloride pipe, excluding excavation or backfill, PVC pipe, Class 150, 1-1/2" diameter	L.F.	500.0000	$1.46	$730.00	RSM11FAC M, L, O&P	P
168	33-71-16-33-6600	Wood electrical utility poles, excluding excavation, backfill and cast in place concrete, electric and telephone sitework, poles, wood, preservative treatment, 30' high Feeder P001	Ea.	1.0000	$1,075.00	$1,075.00	RSM11FAC M, L, E, O&P	P
		33 - Utilities Total				**$1,805.00**		

Alternates

169	01-21-53-50	favorable buyout and negotiation price extension to clinet Discount and negotiated price extension to clinet	Job	1.0000	$-61,500.12	$(61,500.12)	CUSTOM M, L, O&P	P
		Alternates Total				**$(61,500.12)**		

Estimate Grand Total **393,778.35**

AI-31819 **Purchasing Department 18. D. 1.**

CC REGULAR

Meeting Date: 04/17/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Seeking approval of Change Order No. 1 with contractor Homero Alvarez dba Alvarez Construction for Morningside South Subdivision, Pct. No. 2 reflecting an additional 101 calendar days to contract time due to rain days and the acquisition of Hidalgo County Crossing Permit and Hidalgo County Irrigation District #2 Permit and the coordination with Irrigation District operations as submitted through project engineer SAM Engineering and Surveying, Inc. (C-CAP-11-022-03-07).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 12 **ACCT. #:** 2-1312-431-00-122-900-0-XXX

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

BUDGETARY IMPACT:

No Fiscal Impact to PO# 660987. Change order is for an increase of 101 calendar days to the overall project duration.

Attachments

mrnside co1

eng docs

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/11/2012 03:21 PM
Budget & Management	Merlen P. Munoz	04/11/2012 03:23 PM
Roland Garcia	Merlen P. Munoz	04/13/2012 01:28 PM
Dale Kennan	Dale Kennan	04/13/2012 01:40 PM
Auditor's Office	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Yvette Islas Started On: 04/10/2012 11:11 AM

Final Approval Date: 04/13/2012

CHANGE ORDER NUMBER 1

Project:	MORNINGSIDE SOUTH SUBDIVISION
DATE OF ISSUANCE:	March 6, 2012
EFFECTIVE DATE:	April 17, 2012
OWNER:	HIDALGO COUNTY PRECINT NO. 2
OWNER'S CONTRACT NO:	C-CAP-11-022-03-07
CONTRACTOR:	HOMERO ALVAREZ d/b/a ALVAREZ CONST.
	613 FERGUSON ROAD
	DONNA, TEXAS 78537
ENGINEER:	SAM ENGINEERING & SURVEYING, INC.
	200 S. CAGE BLVD, SUITE A
	PHARR, TEXAS 78577

You ar directed to make the following changes in the Contract Documents.

Description: 1. Additional calendar days to contract.

Reason for Change Order: 1. Rain days, Acquisition of HC crossing permit, and HCID #2 Permit.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 302,664.38	Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 302,664.38	Contract Time prior to this Change Order Substantial Completion: 90 calendar days or dates
Net Increase(decrease) of this Change Order $	Net Increase(decrease) of this Change Order 101 calendar days
Contract Price with all approved Change Orders $ 302,664.38 Net % increase(decrease)from original contract price. 0.00%	Contract Time with all approved Change Orders Substantial Completion: 191 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
Enigineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 4/3/2012	Date: _____	Date: 4/3/12

Exhibit E-B

SAM Engineering and **S**urveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC.

200 South Cage Blvd, Pharr, Texas 78577, P.O. Box 3353 (78540)

March 6, 2012

Agapito Vargas
Colonia Access Program Director
Hidalgo County
301 East State Street
Pharr, Texas 78577

Re: Recommendation Letter for Change Order #1
Border Colonia Access Program Round 3 – Precinct #2
Morningside South Subdivision C-CAP-11-022-03-07

RECEIVED
MAR 15 2012
BY: 4:48

Mr. Vargas,

Please find attached, Change Order No. 1 for the above-mentioned project between Hidalgo County Pct. 2 and Homer Alvarez d/b/a Alvarez Construction.

This change order is recommended to add calendar days to the contract due delays in relation to rain days, and the acquisition of two (2) permits: the Hidalgo County Crossing Permit, Hidalgo County Irrigation #2 Permit and coordination with the Irrigation District irrigation operations. As of January 20, 2012 (the date of the final walk), the contractor has reached substantial completion.

The following table shows a timeline of events that have delayed construction and are supported by the attached documents.

Description	Start	End	Days	
Rain Days	7/26/2011	8/13/2011	17	
Contractor Scheduled for Crossing Work	9/10/2011	10/8/2011		29
HC Crossing Permit/Coordination	9/19/2011	10/17/2011	28	
HCID #2 Permit/Coordination	11/8/2011	11/21/2011	14	
Delay due to Irrigation line irrigating	11/25/2011	12/4/2011	8	
Rain Days	12/11/2011	12/13/2011	2	
Days for Crossing Work Commences	12/14/2011	1/13/2012	29	
Walk thru Requested	1/17/2012	1/20/2012	3	
		Total Days	**101**	

SAM Engineering and Surveying, Inc.
SAMES
SAM ENGINEERING & SURVEYING INC.
200 South Cage Blvd, Pharr, Texas 78577, P.O. Box 3353 (78540)

With approval of this substantial completion date, one hundred and one (101) days will be added to the contract, for a total contract timeline of one hundred and ninety one (191) . Change order No. 1 will not affect the contract amount of $302,664.38.

We are available to answer any questions regarding this matter.

Respectfully Submitted,

Samuel D. Maldonado, P.E., R.P.L.S.
Principal
Texas Reg. No. F-10602

AI-31487 **18. E. 1.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted For: Tanya DeLira Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7) an item that can be obtained from only one source;

b. Requesting approval of a "Sole Source Declaration" for AFIX Technologies" including authority to renew our support services with AFIX Technologies for the AFIX Tracker LE
and AFIX Verifier beginning on May 26, 2012 for a period of 12 months in the yearly amount of $2,037.50 thru requisition # 212150.

BACKGROUND

item copied from 04/03/12

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Amount available for requisition# 212150 as of 4-5-12 $2,037.50 for Afix Technologies Inc.

Attachments

AFIX
Afix Memo
email
Email

Form Review

Inbox	Reviewed By	Date
Manuel Chapa	Manuel Chapa	04/05/2012 01:45 PM
Auditor's Office	Angela Garcia	04/10/2012 10:10 AM

Form Started By: Angela Garcia Started On: 04/05/2012

Final Approval Date: 04/10/2012

Req #212150

AFIX Technologies, Inc.

RENEWAL NOTICE/INVOICE

SHIP TO:
Hidalgo County Sheriff's Department
711 El Cibolo Rd.
P.O. Box 1228
Edinburg, TX 78540

BILL TO:
Hidalgo County Sheriff's Department
711 El Cibolo Rd.
P.O. Box 1228
Edinburg, TX 78540

Invoice Information

Sales Person	Purchase Order Number	Invoice Number	Invoice Date	Order Date
Brandy Olivera	NA	120313-02	March 13, 2012	NA

Monthly and Quarterly Support Payment Options are available. Please contact our office at 620-232-6420 for more information.

Qty	Product	Product Description	Unit Price	Total Price
1	AFIX Tracker LE Support Renewal	AFIX Tracker LE Support Renewal for a period of one year, beginning on May 26, 2012.	$1,425	$1,425
1	AFIX Verifier Support Renewal	AFIX Verifier Support Renewal for a period of one year, beginning on May 26, 2012.	$1,425	$1,425
1	AFIX Verifier Discount	50% discount on multiple systems.	($712.50)	($712.50)
1	One Time Discount	One time support discount.	($100)	($100)

*Purchaser responsible for any and all applicable Federal, State, and/or local taxes or assessments.

TOTAL DUE:	$2,037.50

AFIX Technologies, Inc.
205 N. Walnut
Pittsburg, KS 66762
Office: 620.232.6420 · **Fax:** 620.232.2606 · **www.afix.net**

AFIX Technologies, Inc.
205 N. Walnut
Pittsburg, KS 66762
Office: 620-232-6420
FAX: 620-232-2606

Tuesday, March 06, 2012

This letter is provided for the purpose of facilitating a "sole-source" purchase of the AFIX® Tracker® automated fingerprint and palm print identification system by AFIX Technologies, Inc. and/or technical support and service for the AFIX® Tracker® system. Detailed descriptions of the unique features of the AFIX® Tracker® system appear below. The complete set of features and capabilities provided by AFIX® Tracker® is not available from any other system or source. Technical support for the AFIX® Tracker® system is provided solely by AFIX Technologies, Inc. and is not available from any other source.

AFIX® Tracker®

AFIX® Tracker®, developed and produced by AFIX Technologies, Inc., is a fully-featured automated fingerprint and palm print identification system which is designed to run in Windows XP, Windows Vista and Windows Server operating systems.

AFIX® Tracker's® capabilities include automatic or manual extraction of minutiae, tenprint to tenprint, tenprint to latent, latent to tenprint, palm print to palm print, palm print to latent, latent to palm print and latent to latent searching, searches using only partial latent images, full 360 degree rotation during search, full center/core independence, interface capability with multiple live scan devices for automated import and processing of tenprint and/or record palm print files, the ability to scale photographs from either conventional or digital sources, and the ability to transmit single images or complete tenprint and/or palm print records to other systems via network or internet using EFTS/NIST file transmission standards.

Many of the features and capabilities of AFIX Tracker are unique and unavailable in other PC-based AFIS/APIS systems, including its ability to:

- Utilize undivided complete palm images or, at the user's option, divide record palm prints into ten segments defining sub-sections of thenar, hypothenar and interdigital areas.
- Automatic scan for identification of duplicate biographical records. Duplicate records of lesser quality may be deleted outright or merely deactivated so as to not impede search performance (unless explicitly included in a search at the time of submission).
- Initiate searches individually from whole palm images or from any combination of the segments, if palm images are divided.
- Submit tenprint, palm and latent searches to remote AFIX Tracker systems via encrypted internet-based transaction servers, and receive search results automatically.

- Submit latent images with assisted ridge octant counting and automatic penetration management to Federal biometric data repositories, including the FBI's IAFIS and Dod ABIS databases.
- Process searches received from remote AFIX Tracker systems or mobile ID systems in a "lights out" environment and automatically transmit search results to the requesting system.
- Provide multiple-processor client search engine capability to allow scalability of system search and match throughput requirements to meet individual agency needs.
- Provide optional support for multiple database formats including MS-Access and MS-SQL based on database size and customer preference.
- Scan or import tenprint, palm and/or latent images into the system at resolutions of up to 9,600 ppi and search against records of any resolution from 500 ppi to 9,600 ppi without further adjustment or scaling.
- Import and export complete palm print records with biographical data via EFTS file transmission.
- Interface with low-cost workstations (AFIX Tracker LE) to provide the ability to add economical remote workstations that allow the input of known inked fingerprints, known inked palm prints and latent prints into the primary system database to include full biographical data input, classification, minutiae extraction and minutiae editing capability.
- Limit latent search rotation parameters to either +/- 45 degrees or +/- 90 degrees when applicable and preferred.
- Provide stereo comparison of candidates with lines connecting matching minutiae points.
- Automatically extract minutiae from either complete palm images or separate palm sections based on a quality assessment of the entire palm image or each section totally independent of the other sections of the palm based on user preference.
- Launch searches of multiple latent prints against the entire database (to include latent to tenprint, latent to inked palm print and latent to latent searches) simultaneously.
- Automatically convert NCIC classifications to Henry classifications without user intervention.
- Designate latent case files as "closed cases" allowing the latent records to remain in the database, but excluding them from subsequent searches.
- Designate individual latent files as "searchable" or "non-searchable" within a single latent case file.
- Provide built-in online help files with onscreen video/audio demonstrations of system features and operations.
- Allow automated import of large batches of tenprint records which have been scanned and saved in any of the common Windows graphic formats.

- Allow capture/import of multiple photos in each record from either TWAIN-compliant cameras, flatbed scanners or pre-existing digital photos. Multiple mug shots and photos of scars, marks & tattoos may be added to a single record.
- Provide log-in based user access control to limit individual user's ability to delete or modify records.
- The AFIX database provides a single comprehensive dataset with which other AFIX applications, such as AFIX Identifier and AFIX Verifier, may seamlessly interact. The inherent difficulty of establishing and supporting a cross-vendor workflow from investigation to booking and release may be eliminated through the use of a cohesive AFIX single-vendor solution.

The AFIX® Tracker® system is patented and copyrighted software manufactured, distributed and supported solely by AFIX Technologies, Inc. The AFIX® Tracker® system is not available from any other source. Technical support for the AFIX® Tracker® system is provided by AFIX Technologies, Inc. and is not available from any other source.

Scott Howard
Vice President, Operations
AFIX Technologies, Inc.

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 Scott Howard 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 Scott Howard. 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: AFIX Technologies, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Technical support services for AFIX Tracker, AFIX Tracker LE and AFIX Verifier
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 Scott Howard

SWORN AND SUBSCRIBED TO under oath before me on 6th day of March, 2012

Brandy Oliver
Notary Public
State of Kansas
My Appt. Expires: 9/15/13

Brandy Olivera
NOTARY PUBLIC

Brandy Olivera
PRINTED NAME

9/15/13
MY COMMISSION EXPIRES

COMPANY NAME: AFIX Technologies, Inc.
ADDRESS, CITY, STATE & ZIP CODE: 205 North Walnut Pittsburg, KS 66762
PHONE: 620-232-6420 NUMBER:
CONTACT NAME AND TITLE: Scott Howard, VP of operations
WEB ADDRESS: www.afix.net EMAIL: info@afix.net
FEDERAL TAX ID NUMBER: 48-1076358 TEXAS SALES TAX NUMBER:

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00212150
PO #
Date: 02/29/12

Bill To: x
x

Vendor : 325279
AFIX TECHNOLOGIES, INC.
205 NORTH WALNUT
PITTSBURG KS 66762

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	AFIX TRACKER LE SUPPORT RENEWAL FOR A PERIOD OF ONE YEAR, BEGINNING ON MAY 26, 2012.	1,425.00	1,425.00
1.00	YEAR	AFIX VERIFIER SUPPORT RENEWAL FOR A PERIOD OF ONE YEAR, BEGINNING ON MAY 26, 2012.	1,425.00	1,425.00
1.00	YEAR	50% DISCOUNT FOR MULTIPLE SYSTEMS	-712.50	-712.50
1.00	YEAR	ONE TIME DISCOUNT	-100.00	-100.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	2,037.50	
			Freight	.00
			Total	2,037.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: 03/06/2012

RE: "Sole Source Declaration" AFIX Technologies, Inc.

The Hidalgo County Sheriffs Office Law Enforcement Facility possesses and utilizes the current AFIX Tracker, AFIX Tracker LE and AFIX Verifier Software for Maintenance/Support since 12/12/2001. The support plan includes all upgrades and new versions of the software, unlimited technical support calls, all software maintenance updates and free replacement of lost or damaged installation disks.

AFIX Tracker, developed and produced by AFIX Technologies, Inc. is a fully-featured automated fingerprint and palm print identification system which is designed to run in Windows XP, Windows Vista and Windows Server operations systems.

AFIX Technologies, Inc. is the sole-source provider of the AFIX Tracker automated the following AFIX products in the commercial, state and local government marketplace:

Therefore, the Hidalgo County Sheriff's Law Enforcement Facility requires the continued renewal of the software maintenance and support with AFIX Technologies, Inc.

Angela Garcia

From: Tanya.Delira <tanya.delira@co.hidalgo.tx.us>
Sent: Wednesday, March 28, 2012 10:35 AM
To: angela.garcia@co.hidalgo.tx.us
Cc: 'Martha L. Salazar'
Subject: FW: AFIX quote (updated)

Ms. Angela may you please attach this e-mail to AI-31487 for 04/03/2012.

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, March 28, 2012 9:40 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'
Subject: RE: AFIX quote (updated)

Marty,

I have reviewed the renewal notice/invoice with AFIX (designated sole source provider) and approve as to form.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(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.**

****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, March 27, 2012 4:06 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'
Subject: FW: AFIX quote (updated)
Importance: High

Ms. Josephine:
If you could be so kind as to review and comment as to form. We will be taking the item to CC next week 4-03-12 for Sole Source Declaration.
Thanks,
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, March 27, 2012 9:00 AM
To: 'Martha L. Salazar'
Cc: 'Myra Montoya'
Subject: FW: AFIX quote (updated)

May you please forward to legal for review.. thanks.. I'll re-submit this agenda for next c.c.

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Wednesday, March 14, 2012 4:27 PM
To: 'Martha Salazar'
Subject: FW: AFIX quote (updated)

Please review letter from Sheriff's Office in reference to the AFIX Technologies, and respond. We already have the sole source letter and affidavit from vendor.

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Wednesday, March 14, 2012 9:04 AM
To: 'Tanya.Delira'
Subject: FW: AFIX quote (updated)

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Richard Ozuna [mailto:richard.ozuna@hidalgoso.org]
Sent: Wednesday, March 14, 2012 8:55 AM
To: myra.montoya@hidalgoso.org
Subject: AFIX quote (updated)

Myra,

The AFIX system is used in the jail, inmates are thumb printed on the AFIX system upon arrival and when released the inmates are thumb printed again to verify they are the same person upon release. The AFIX support on software and updates are needed for our current system. This particular software and technical support can only be supported by AFIX Technologies.

Please forward to Tanya at purchasing.

Lt. Richard Ozuna
Hidalgo County Sheriff's Office
711 El Cibolo road
Edinburg, Texas 78542
956-393-6022

Angela Garcia

From: Tanya.Delira <tanya.delira@co.hidalgo.tx.us>
Sent: Thursday, April 05, 2012 9:27 AM
To: angela.garcia@co.hidalgo.tx.us; 'Monica Badillo'
Subject: FW: AFIX Support Renewal Invoice and Sole Source Letter

Importance: High

Ladies,.. Please pretty please may you please attach this e-mail to AI-31487, that has been going to c.c. for the past 3 weeks and never made it thru, and also may you please try to submit this agenda item for next c.c. date.. Please.. thanks!!!

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 04, 2012 3:08 PM
To: 'Tanya.Delira'
Cc: 'Arcy Duran'; 'Darlene Betancourt'
Subject: FW: AFIX Support Renewal Invoice and Sole Source Letter
Importance: High

Ms. Tanya:
Please attach to agenda item.
Thanks,
Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, April 04, 2012 2:30 PM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'
Subject: RE: AFIX Support Renewal Invoice and Sole Source Letter

Marty,

I have reviewed and approve as to the form of the attached maintenance contract.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(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.**

****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, April 03, 2012 5:07 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'
Subject: FW: AFIX Support Renewal Invoice and Sole Source Letter
Importance: High

Ms. Josephine:
Please review and comment as to form. On for CC of 4-10-12.
Thanks
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, April 03, 2012 11:50 AM
To: 'Martha Salazar'
Subject: FW: AFIX Support Renewal Invoice and Sole Source Letter

This is the maintenance agreement for AFIX. May you please forward to legal for their review..

Thanks!!!

From: Brandy Olivera [mailto:brandy@afix.net]
Sent: Tuesday, April 03, 2012 11:42 AM
To: Tanya.Delira
Subject: RE: AFIX Support Renewal Invoice and Sole Source Letter

Here is a support contract. Please let me know if this meets your needs. Also, just a reminder that your agency also has an AFIX Tracker system, but I've been told you only want to renew support for the LE and Verifier.

Let me know if I can do anything else for you!

Brandy Olivera
Director of Client Services
AFIX Technologies, Inc.
205 N. Walnut
Pittsburg, KS 66762
620-232-6420 phone
620-232-2606 fax
www.afix.net

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, April 03, 2012 11:13 AM
To: Brandy Olivera
Subject: RE: AFIX Support Renewal Invoice and Sole Source Letter

May you please call me at your earliest convenience.

From: Brandy Olivera [mailto:brandy@afix.net]
Sent: Monday, April 02, 2012 12:37 PM
To: Tanya.Delira
Subject: RE: AFIX Support Renewal Invoice and Sole Source Letter

Tanya,

Sorry in the delay. I had to pick my son up from school because he wasn't feeling well. I looked in your files and there was not a signed End User License Agreement. Apparently the EULA was developed after your system was installed.

Please let me know if there is anything else I can do for you!

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, March 06, 2012 4:06 PM
To: Brandy Olivera
Subject: RE: AFIX Support Renewal Invoice and Sole Source Letter

Thanks!!!...:)

From: Brandy Olivera [mailto:brandy@afix.net]
Sent: Tuesday, March 06, 2012 3:04 PM
To: Tanya.Delira
Subject: RE: AFIX Support Renewal Invoice and Sole Source Letter

It is attached. Please let me know if I can do anything else for you!

Brandy Olivera
Director of Client Services
AFIX Technologies, Inc.
205 N. Walnut
Pittsburg, KS 66762
620-232-6420 phone
620-232-2606 fax
www.afix.net

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, March 06, 2012 1:07 PM
To: Brandy Olivera
Subject: RE: AFIX Support Renewal Invoice and Sole Source Letter

Ms. Brandy may you please fill out our Sole Source Affidavit form in order to proceed with our Purchase Order.

Thanks You,

Tanya

From: Brandy Olivera [mailto:brandy@afix.net]
Sent: Tuesday, March 06, 2012 10:32 AM
To: tanya.delira@co.hidalgo.tx.us
Subject: AFIX Support Renewal Invoice and Sole Source Letter

Tanya,

Attached are the items you asked for. Please let me know if I can be of further assistance to you!

Sincerely,

Brandy Olivera
Director of Client Services
AFIX Technologies, Inc.
205 N. Walnut
Pittsburg, KS 66762
620-232-6420 phone
620-232-2606 fax
www.afix.net

AI-31898 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-11-1839-F; Jose Alfredo Gallegos v. Hidalgo County Precinct #4

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/12/2012 03:34 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/12/2012

Final Approval Date: 04/13/2012

AI-31891 **Closed Session 20. D.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-09-1306-B; Fernando Elizondo v. Daniel Rodriguez v. Ernesto Solis

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/12/2012 02:53 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/12/2012 02:51 PM

Final Approval Date: 04/13/2012

AI-31833 **Closed Session 20. E.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-1033-E; Oscar Vela v. Hidalgo County Sheriff's Office and Club Fuego, LLC

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 08:01 AM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/10/2012 05:23 PM

Final Approval Date: 04/13/2012

AI-31831 **Closed Session 20. F.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-1006-F; Maria Isabel Martinez and Hector Javier Loredo v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 08:01 AM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/10/2012 05:18 PM

Final Approval Date: 04/13/2012

AI-31895 **Closed Session 20. G.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2011-01873; Oscar Leyva

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/12/2012 03:25 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/12/2012 03:22 PM

Final Approval Date: 04/13/2012

AI-31860 **Closed Session 20. H.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Oscar Reyna

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 04:08 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/11/2012 04:05 PM

Final Approval Date: 04/13/2012

AI-31863 **Closed Session 20. I.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Hidalgo County against Alma L. Jovellar

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 04:09 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/11/2012 04:07 PM

Final Approval Date: 04/13/2012

AI-31822 **Closed Session 20. J.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Soft Touch - Tax Abatement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fical impact. This item is for discussion only at this time.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/10/2012 02:25 PM
Roland Garcia	Merlen P. Munoz	04/13/2012 01:28 PM
Dale Kennan	Dale Kennan	04/13/2012 01:53 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Michael Leo Started On: 04/10/2012 01:33 PM

Final Approval Date: 04/13/2012

AI-31897 **Open Session 21. C.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-11-1839-F; Jose Alfredo Gallegos v. Hidalgo County Precinct #4

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/12/2012 03:33 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/12/2012

Final Approval Date: 04/13/2012

AI-31892 **Open Session 21. D.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-09-1306-B; Fernando Elizondo v. Daniel Rodriguez v. Ernesto Solis

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/12/2012 02:53 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/12/2012 02:52 PM

Final Approval Date: 04/13/2012

AI-31834 **Open Session 21. E.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-1033-E; Oscar Vela v. Hidalgo County Sheriff's Office and Club Fuego, LLC

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 08:01 AM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/10/2012 05:23 PM

Final Approval Date: 04/13/2012

AI-31832 **Open Session 21. F.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-1006-F; Maria Isabel Martinez and Hector Javier Loredo v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 08:01 AM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/10/2012 05:19 PM

Final Approval Date: 04/13/2012

AI-31896 **Open Session 21. G.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2011-01873; Oscar Leyva

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/12/2012 03:25 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/12/2012 03:22 PM

Final Approval Date: 04/13/2012

AI-31861 **Open Session 21. H.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Oscar Reyna

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 04:08 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/11/2012 04:06 PM

Final Approval Date: 04/13/2012

AI-31864 **Open Session 21. I.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Hidalgo County against Alma L. Jovellar

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 04:09 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Monica Badillo Started On: 04/11/2012 04:09 PM

Final Approval Date: 04/13/2012

AI-31823 **Open Session 21. J.**

CC REGULAR

Meeting Date: 04/17/2012

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Soft Touch - Tax Abatement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fical impact. This item is for discussion only at this time.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/10/2012 02:26 PM
Roland Garcia	Merlen P. Munoz	04/13/2012 01:28 PM
Dale Kennan	Dale Kennan	04/13/2012 01:55 PM
Purchasing Department	Angela Garcia	04/13/2012 04:26 PM

Form Started By: Michael Leo Started On: 04/10/2012 01:36 PM

Final Approval Date: 04/13/2012