AI-34244 **Comm. Court Executive Office 5. C.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Jaime Longoria, Co. Judge's **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Adoption of Resolution in support of Hidalgo County Drainage District Bond Referendum

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 02:30 PM
Olga Garza	Olga Garza	09/14/2012 04:44 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Monica Badillo Started On: 09/14/2012 02:00 PM

Final Approval Date: 09/14/2012

RESOLUTION IN SUPPORT OF THE HIDALGO COUNTY DRAINAGE DISTRICT #1 BOND REFERENDUM FOR COUNTYWIDE DRAINAGE IMPROVEMENTS

WHEREAS, Hidalgo County Drainage District #1 was created on April 9, 1908 by Order of the Commissioners' Court of Hidalgo County, Texas pursuant to an election held within the territory affected on March 24, 1908; and

WHEREAS, originally organized under provisions of Article III, Section 52 of the Constitution of Texas, the District was later converted to a Conservation and Reclamation District, under the provisions of Article XVI, Section 59 of the Texas Constitution; and

WHEREAS, since its creation, the Board of Directors has been made up of the County Judge and four County Commissioners; and

WHEREAS, Hidalgo County Drainage District has completed excavation of over 200 miles of drainage ditches and related structures since its creation; and

WHEREAS, in connection with the Master Drainage System, the Drainage District #1 maintains and operates 767 square miles of drainage system, 13 pumps stations and 15 weir structures and completed excavation of over 800 miles of drainage ditches; and has constructed over 120 bridges and/or crossings and the State Department of Transportation constructed approximately 65 bridges and/or crossings; and

WHEREAS, the Hidalgo County Drainage system has been affected throughout the years not only by urban population growth, land mass expansion, and deterioration; it has also been greatly impacted by storm systems that have affected the county by way of hurricanes and other major rain events; and

WHEREAS, much needed repairs, upgrades, and projects are required within the county's drainage infrastructure in order to better serve and protect the public and municipalities which Hidalgo County serves; and

WHEREAS, the Hidalgo County Drainage District #1 Board in 2011 appointed a Drainage Advisory Committee comprised of 25 citizens from various segment of the community and on June 2012 the committee made a formal recommendation to the Drainage District #1 Board to call a bond referendum to fund 25 specific drainage improvement projects that increase the outflow of storm water throughout the system; and

WHEREAS, Hidalgo County believes that these upgrades can be completed as identified by the Drainage District and the Drainage Advisory Committee; and

WHEREAS, these projects include $15 million for Rural Drainage Development, $10 million for the Delta Area Watershed Development Project and $100 million in bonds for the construction of an independent segment of the Raymondville Drain; and

WHEREAS, Hidalgo County recognizes the timing is optimum given that interest rates for borrowing money are at all-time low and legislation exists that allows for federal reimbursements for construction of up to 90% of the estimated $100 million that will be used for the construction of the Raymondville Drain project; and

WHEREAS, Hidalgo County recognizes that the development of these drainage projects will have a tremendous positive economic impact on both economic growth and expansion in Hidalgo County, while protecting over $35 billion in property assets; and

WHEREAS, the Hidalgo County Commissioners' Court also recognizes that these drainage project upgrades will greatly improve the quality of life and safety of citizens by reducing flooding and other disasters related to drainage; and

NOW, THEREFORE, BE IT RESOLVED that the **Hidalgo County Commissioners' Court** unanimously expresses its strong support to the Hidalgo County Drainage District #1 as it works to improve drainage upgrades to the Hidalgo County Drainage System.

Approved this 18th day of September, 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-34226 **Comm. Court Executive Office 5. D.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Juvenile Justice and Delinquency Prevention:
1. Approval to accept FY 2013 JJADPA "Young Adult Re-Energize Project" Grant Award Number JA-11-J20-25419-01 in the amount of $124,027.00 with no cash match required
2. Approval of certification of revenues as certified by County Auditor for the JJADPA "Young Adult Re-Energize Project"
3. Approval to appropriate grant fund in the amount of $ 124,027.00 for the period of 09/01/12 to 06/30/13

BACKGROUND

Funds are for contractual services (350) per Paul Vazaldua.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1286-421-25-007-002-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the JA-Juvenile Justice and Deliquency Prevention Allocation (JJADPA) "Young Adult Re-Energize Project" grant award no. JA-11-J20-25419-01 in the amount of $124,027.00. Grant period 09/01/2012 to 06/30/13.

Revenue Acct #2-1286-331-12-007-002-0-000 "JJADPA REVENUES"

Attachments

grant backup
Appropriation - Revised
cert of revenue

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 04:42 PM
Sylvia Solis	Sylvia Solis	09/14/2012 05:04 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Monica Badillo Started On: 09/13/2012 03:50 PM

Final Approval Date: 09/14/2012

ESTER CONTRERAS
DISTRICT COURT COORDINATOR

LISA M. KINSEL, CSR
OFFICIAL COURT REPORTER

IDA L. PÉREZ
CRIMINAL CASE COORDINATOR

ALICIA SALINAS
COURT BAILIFF/INTERPRETER

NOÉ GONZALEZ
JUDGE, 370th JUDICIAL DISTRICT OF TEXAS
HIDALGO COUNTY COURTHOUSE
100 N. CLOSNER, 1st FLOOR
EDINBURG, TEXAS 78539
(956) 318-2280

TO: MONICA BALDILLO, COURT ADMINISTRATOR

FROM: HON. NOE GONZALEZ, 370TH STATE JUDICIAL DISTRICT

DATE: September 11, 2012

RE: AGENDA ITEMS FOR ACCEPTANCE OF GRANT FUNDS

Ms. Badillo, attached pleased find a list of agenda items which I am requesting be placed on the agenda for the meeting of Tuesday, September 18, 2012.

If you have any questions regarding this matter please do not hesitate to call on me at 956-318-2280.

cc 9/18/12

CAPTION:

JA-Juvenile Justice and Delinquency Prevention Allocation to States:

1. Approval to accept FY 2013 JJADPA "Young Adult Re Energize Project" Grant Award Number JA-11-J20-25419-01 in the amount of $124,027.00 with no cash match required.
2. Approval of certification of revenues as certified by County Auditor for the JJADPA "Young Adult Re-Energize Project"
3. Approval to appropriate grant funds in the amount of $124,027.00 for the period of 09/01/2012 to 06/30/2013

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 05, 2012

The Honorable Noe Gonzalez
State District Judge
Hidalgo County
100 N Closner
Edinburg, Texas 78539-3523

Dear Judge Gonzalez:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	JA-11-J20-25419-01	**CFDA or State ID:**	16.540
Program Fund:	JA-Juvenile Justice and Delinquency Prevention Allocation to States		
Grantee Name:	Hidalgo County		
Project Title:	Young Adult Re Energizing Project		
Grant Period:	09/01/2012 - 06/30/2013		
Liquidation Date:	09/28/2013		
Date Awarded:	September 05, 2012		
CJD Grant Manager:	Cherryl Charlet		

CJD Award Amount:	$124,027.00
Grantee Cash Match:	$0.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$124,027.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1 Please be advised that CJD has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.

2 Other Condition of Funding. Please note the grant end date has been changed to 6/30/2013 due to the end of the federal fund block. CJD will request an extension of the fund block to accommodate the full 12 month grant period. If the extension is granted, the end date will be extended to 8/31/2013. If the extension is granted, a shorter liquidation period is likely. CJD will inform you of this at the time of the adjustment.

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To:	CJD Grant Recipients
From:	Aimee Snoddy, Deputy Director
Contact:	(512) 463-1919
Re:	Grantee Responsibilities
Date Awarded:	September 05, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https//:cjdonline.governor.state.tx.us:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activites as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.governor.state.tx.us/grants/what/. Grantees must electronicall submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at http://www.whitehouse.gov/omb/circulars/index.html or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at https://cjdonline.governor.state.tx.us/updates.aspx for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of $100,000, grantees must submit a Procurement Questionnaire https://cjdonline.governor.state.tx.us/updates.aspx to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

(1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
(2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
(3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

(4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
(5) Time should be recorded to the nearest quarter hour.
(6) Grantee records must include a clear calculation in how the overtime was computed.
(7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at http://www.onestarfoundation.org/page/registration/.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at http://www.onestarfoundation.org/page/org-profile. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

DATE: September 14, 2012

2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: 370th District Court

ACCOUNT NUMBER: 2-1286-421-25-007-002-3-XXX

Contact Person: Sylvia Solis **Ph#:** 292-7025 ext. 5423

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1286-421-25-007-002-3-350	OTHER SERVICES	124,027.00
	TOTAL APPROPRIATION	124,027.00
2-1286-331-12-007-002-0-000	JJADPA - REVENUES	124,027.00
	TOTAL REVENUES	124,027.00
	TOTAL BUDGET INCREASE (DECREASE)	124,027.00

REASON: Appropriation of funds for the JA-Juvenile Justice and Deliquency Prevention Allocation (JJADPA) "Young Adult Re-Energize Project" grant award no. JA-11-J20-25419-01 in the amount of $124,027.00. Grant period 09/01/2012 to 06/30/13.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 14, 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 Office of the Governor-Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$124,027.00	JA-11-J20-25419-01 JA-Juvenile Justice and Delinquency Prevention Allocation to States/ Young Adult Re Energizing Project (2541901)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9-17-12
Date

THE COUNTY OF HIDALGO TEXAS

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-34157 **Public Defender's Office** **5. E.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Jaime E. Gonzalez **Submitted By:** Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defenders:
Approval to advertise/hire for the following vacant Clerk I position at $18,564.00.

BACKGROUND

Attachments

Clerk I

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 11:12 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Patti Loya Started On: 09/12/2012 07:59 AM

Final Approval Date: 09/14/2012

Req. 34157

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Public Defender

ANNOUNCE VACANCY USING (check one box)

☒ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Clerk I Grade 1 / Step 0 - 1

□ NEW POSITION OR REPLACEMENT FOR: Cynthia Solis EMPLOYEE NO 189219

DEPT NO 085 POSITION/SLOT NO 13

ADVERTISED SALARY: $17,636.00 OTHER COMPENSATION: -0- COMPENSATION TYPE: -0-

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: 100 N. Closner - 5th Flor - Edinburg
Monday - Friday (8:00 A.M. to 5 p.m.)

CONTACT PERSON: Patti Lozz EXTENSION / PHONE NO: 5433

Department Head or Elected Official — Date: 9/11/12

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-34143 **Constables 6. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Blanca Sanchez, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Discussion, consideration and approval for FLSA Exempt, Chief Deputy Constables to participate and receive cash payment for overtime hours worked in current and future grant funded operations. Action to be limited to the grantor agency/institution providing Hidalgo County 100% reimbursement of overtime salaries/ wages and applicable fringe benefits as set forth on grant specifications.

BACKGROUND

Governor's Office will reimburse overtime earned at 100% for Chief Deputy Constables and Deputy Constables
04-24-12 CC approved that all constables could apply for grant (AI32003)
08-07-12 CC approved grant award for Constable Pct. 1 (AI33559)
09-11-12 CC approved grant awards for Constable Pct. 3 (AI33884) & Constable Pct. 4 (AI33920)
Departments were awarded $40,000
Grant is for the period of July 6, 2012 to January 13, 2013.

Attachments

legal opinion

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 08:17 AM
Rosalinda Cantu	Rosie Cantu	09/13/2012 03:09 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Blanca Sanchez Started On: 09/10/2012 04:50 PM

Final Approval Date: 09/14/2012

Zimbra **rosalinda.cantu@co.hidalgo.tx.us**

Fwd: OT for exempt

From : Blanca Sanchez <blanca.sanchez@co.hidalgo.tx.us> Thu, Sep 13, 2012 03:05 PM

Subject : Fwd: OT for exempt

To : rosalinda cantu <rosalinda.cantu@co.hidalgo.tx.us>

Rosie,

Here is the e-mail.

Blanca

---- Original Message ----
From: "Joel Rivera" <joel.rivera@co.hidalgo.tx.us>
Sent: 9/5/2012 1:19:36 AM
To: "Blanca Sanchez" <blanca.sanchez@co.hidalgo.tx.us>, "Horaldo Sanchez" <horaldo.sanchez@co.hidalgo.tx.us>
Subject: Fwd: OT for exempt

Please see email below from our legal department.

Joel Rivera, MPA
Chief Deputy
Hidalgo County Constable Precinct 4
2814 S. Business highway 281
Edinburg, Texas 78539
ofc: 956-383-8565
fax: 956-292-7767

----- Forwarded Message -----
From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Joel Rivera" <joel.rivera@co.hidalgo.tx.us>
Cc: "michael garza" <michael.garza@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Tuesday, September 4, 2012 3:16:57 PM
Subject: RE: OT for exempt

Joey,

Victor and I discussed the proposed FLSA policy with Valde last week. We do not recommend that you proceed with your own FLSA policy as some of these issues are being addressed in the new manual merger. However, as I mentioned to you this morning, I would suggest verifying with the Sheriff's Office to see if they have a written policy outlining your same issues. It may be that you just need to get an item approved by Commissioners Court acknowledging grant money expenditures for overtime will include supervisors.

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.
****

-----Original Message-----
From: Joel Rivera [mailto:joel.rivera@co.hidalgo.tx.us]
Sent: Tuesday, September 04, 2012 11:02 AM
To: Josie Ramirez-Solis
Subject: OT for exempt

Josie,
Please send me an email explaining the recommendation for the overtime issue for except employees constables offices?

Joel Rivera, MPA
Chief Deputy
Hidalgo Co. Constable Pct . 4

2814 S. Business hwy 281
Edinburg, Texas 78539
956-383-8560
Sent from my iPhone

AI-34101 **Constables 6. B.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3
1. Discussion, consideration, and approval to appoint Reynaldo Trevino, Jr. as Deputy Constable by Constable Lazaro Gallardo, Jr. Constable Precinct 3 in accordance with Texas Local Government Code Section 86.011.

2. Discussion, consideration, and approval to appoint Selena Garza as Deputy Constable by Constable Lazaro Gallardo, Jr. Constable Precinct 3 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:

Funds allocated within position/ slot (#0003). Position became vacant on 09-10-12. Change of status form in routing
Funds allocated within position/ slot (#0015). Position became vacant on 09-10-12.

Attachments

Constable Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2012 03:36 PM
Rosalinda Cantu	Rosie Cantu	09/13/2012 08:53 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Rachel Cavazos Started On: 09/06/2012 03:05 PM

Final Approval Date: 09/14/2012

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

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

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

amount of the bond is recovered.

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

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

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

Acts 2005, 79th Leg., Ch. 1094, Sec. 18, eff. September 1, 2005.

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

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

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

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

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

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

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

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

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

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

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

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

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

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AI-34271 **County Judge's Office 7. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation of letter of authorization from the Office of Governor Rick Perry ordering flags to be flown at half-staff in honor of U.S. Army Chief Warrant Officer II, Jose Luis Montenegro on Wednesday, September 19, 2012

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 08:32 AM
Budget & Management	Merlen P. Munoz	09/17/2012 08:32 AM
Erika Zamora		
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 09/14/2012 05:20 PM

AI-34248 **County Judge's Office 7. B.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation honoring UTPA on their 85th Anniversary

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 03:12 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Monica Badillo Started On: 09/14/2012 02:48 PM

Final Approval Date: 09/14/2012

AI-34235 **County Judge's Office 7. C.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Michelle, Public Affairs **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of John Carlos Trevino for receiving a 2012 Excellence in My Market Award (EMMA) by the National Academy of Television Arts and Sciences for "Operation: Clean Slate" PSA

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 02:37 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Monica Badillo Started On: 09/14/2012

Final Approval Date: 09/14/2012

AI-34245 **County Judge's Office 7. D.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Authorization for County Judge to seek Resolutions of Support for the Hidalgo County Drainage District Bond Referendum from various political subdivisions in the county

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 02:31 PM
Olga Garza	Olga Garza	09/14/2012 04:44 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Monica Badillo Started On: 09/14/2012 02:07 PM

Final Approval Date: 09/14/2012

AI-34215 **County Treasurer 8. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Approval of official appointment of Alfredo Zamarripa as Chief Deputy of the Hidalgo County Treasurer's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Appointment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 03:35 PM
Rosalinda Cantu	Rosie Cantu	09/13/2012 04:28 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Fred Zamarripa Started On: 09/13/2012 03:00 PM

Final Approval Date: 09/14/2012

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

MEMORANDUM

To: Honorable Ramon Garcia
Hidalgo County Judge

From: Norma G. Garcia
Hidalgo County Treasurer

Date: September 12, 2012

Subject: Treasury Deputy

Alfredo Zamarripa has been officially appointed as Chief Deputy of the County Treasurer as per Local Government Code Sec. 83.009 and shall hereby have the authority to act in my stead and perform all official acts at the direction and discretion of the County Treasurer.

This will serve as formal notice to the commissioner's court. Attached is the documentation related to this matter.

Please do not hesitate to contact me if you have any questions on this matter.

cc: Ray Eufracio
Hidalgo County Auditor

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Alfredo Zamarripa **, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of** Hidalgo County Treasurer Chief Deputy **of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.**

Alfredo Zamarripa

Affiant

SWORN TO and subscribed before me by affiant on this 12th **day of** September, 2012.

ANGELA GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-26-2016

Angela Garcia

Signature of Person Administering Oath

Angela Garcia

Printed Name

Comm. Court Coordinator

Title

STATEMENT OF ELECTED/APPOINTED OFFICER

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

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

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

Alfredo Zamarripa

Officer's Signature

09/12/12

Date

County Treasurer Chief Deputy

Position to Which Elected/Appointed

Hidalgo County

City and/or County

AI-34270 **9. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

District Attorney (1100):
1. Approval to create the following full time positions:

Slot No.	Position Title	Grade
0099	Criminal Investigator II	14
0100	Criminal Investigator II	14

2. Approval to authorize auto allowance in the amount of $3,600.00 to slot no. 0099 and 0100, respectively.
3. Approval of interdepartmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funds for prorated salary and related fringe benefit expenditures available from Co. Wide Adm. - Contingency.

Attachments

Job Description

Fiscal Note

Revised salary schedule

Interdept.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	09/14/2012 05:09 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Sylvia Rios Started On: 09/14/2012 05:00 PM

Final Approval Date: 09/14/2012

CRIMINAL INVESTIGATOR II

GRADE: 14

GENERAL DESCRIPTION

Performs mid-level criminal investigation work; Investigate assigned criminal activities. Perform supplementary investigation to assist prosecutors in case preparations. Make arrests and file criminal cases.

EXAMPLES OF WORK PERFORMED

Investigates all types of criminal activities and assists prosecutors in case preparation

Assists local, state, federal and out-of-state police offices in making arrests and filing criminal cases

Prepares and executes search and arrest warrants and serves subpoenas

Prepares reports and correspondence

Interviews inmates and other people to secure intelligence data and information; takes statements and confessions

Locates and interview persons, take statements and depositions, evaluate evidence, examine records, collect data and report facts

Obtains evidence from police agencies and pen packet from various prison systems

Evaluates video taped interviews of children who are victims of physical/sexual abuse

Testifies in criminal trials

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of experience in related field functioning as a law enforcement officer. Associate's degree in Law Enforcement preferred.

Knowledge, Skills, and Abilities

Excellent verbal and written communication skills are necessary

Skill is required in preparing written products and oral presentations

Ability to think logically and objectively

Ability to analyze and evaluate facts, evidence and related information

Laws of arrest, search and seizure, service of legal process, and the legal rights of citizens

Registration, Certification, or Licensure

Texas Peace Officer certification from the Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE)

Mandatory firearms qualification and physical training

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

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, September 18, 2012** **Agenda Item:** 34239

Summary of request/proposal:
CRIMINAL DA (1100)
Approval to create the following full-time positions:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	CRIMINAL INVESTIGATOR II	0099	113	14	1	0.00	50,487.00	50,487.00
							3,600.00	3,600.00
1100	CRIMINAL INVESTIGATOR II	0100	113	14	1	0.00	50,487.00	50,487.00
							3,600.00	3,600.00
						0.00	108,174.00	108,174.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-412-00-080-002-0-	113	CRIMINAL DA -	REG F/T EMPLOYEES	$29,015.52
2-1100-412-00-080-002-0-	118	CRIMINAL DA -	AUTO ALLOWANCE	$2,068.07
2-1100-412-00-080-002-0-	211	CRIMINAL DA -	HEALTH INSURANCE	$2,393.10
2-1100-412-00-080-002-0-	212	CRIMINAL DA -	LIFE INSURANCE	$15.52
2-1100-412-00-080-002-0-	220	CRIMINAL DA -	FICA	$2,377.96
2-1100-412-00-080-002-0-	230	CRIMINAL DA -	RETIREMENT	$3,092.91
2-1100-412-00-080-002-0-	250	CRIMINAL DA -	UNEMPLOYMENT COMP	$155.42
2-1100-412-00-080-002-0-	260	CRIMINAL DA -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$39,118.50

2013 Budgetary Impact: $136,135.49

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0

CRIMINAL DA

AI- 34239

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY V	20	9	$102,549.00	$102,549.00	$102,549.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$108,449.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	20	8	$99,745.00	$99,745.00	$99,745.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$105,645.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	20	2	$82,921.00	$82,921.00	$82,921.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$88,821.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	20	3	$85,725.00	$85,725.00	$86,460.00	$3,600.00	$0.00	$0.00	$900.00	$0.00	$90,960.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$49,344.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,788.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	18	5	$78,303.00	$78,303.00	$78,303.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$84,203.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,495.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$76,795.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	$75,899.00	$75,899.00	$76,200.00	$3,360.00	$0.00	$0.00	$900.00	$0.00	$80,460.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,900.00	$4,560.00	$0.00	$0.00	$900.00	$0.00	$77,360.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,980.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$77,760.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$72,180.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$75,960.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,091.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$74,391.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$66,634.00	$66,634.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$70,174.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$56,962.00	$56,962.00	$0.00	$0.00	$0.00	$900.00	$0.00	$57,862.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$56,898.00	$56,898.00	$0.00	$0.00	$0.00	$900.00	$0.00	$57,798.00
0022	113	ASSISTANT DISTRICT ATTORNEY III	16	5	$67,132.00	$63,071.00	$63,071.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$66,611.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$67,536.00	$67,536.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$70,356.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$49,159.00	$49,159.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,059.00
0026	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$61,043.00	$61,043.00	$1,920.00	$0.00	$10,035.00	$900.00	$0.00	$73,898.00
0027	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$61,011.00	$61,011.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$64,551.00
0028	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,488.00	$59,488.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$62,788.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$50,620.00	$50,620.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,520.00
0030	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$900.00	$0.00	$56,688.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,015.00	$59,140.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$61,720.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$56,896.00	$56,896.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$59,476.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0

CRIMINAL DA

AI- 34239

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0034	113	CRIMINAL INVESTIGATOR III	16	1	$58,888.00	$54,890.00	$54,891.00	$420.00	$0.00	$0.00	$0.00	$0.00	$55,311.00
0035	113	HUMAN RESOURCES COORDINATOR IV	15	4	$60,250.00	$58,220.00	$58,220.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$59,900.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$58,020.00	$58,100.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$60,680.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$55,884.00	$55,884.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$58,464.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$50,487.00	$50,487.00	$4,800.00	$0.00	$0.00	$900.00	$0.00	$56,187.00
0040	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$56,643.00
0041	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,675.00	$47,675.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,575.00
0042	113	CRIMINAL INVESTIGATOR II	14	4	$55,788.00	$51,743.00	$51,743.00	$900.00	$0.00	$0.00	$3,600.00	$0.00	$56,243.00
0043	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,913.00	$47,913.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,813.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$46,119.00	$46,119.00	$0.00	$0.00	$0.00	$900.00	$0.00	$47,019.00
0045	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,948.00	$48,948.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,848.00
0046	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$56,643.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,816.00	$48,816.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,716.00
0048	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,876.00	$48,876.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,776.00
0049	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,952.00	$48,952.00	$0.00	$0.00	$4,122.00	$900.00	$0.00	$53,974.00
0050	111	CRIMINAL DISTRICT ATTORNEY				$48,654.00	$48,654.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$56,654.00
0051	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,352.00	$47,352.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,252.00
0052	113	ACCOUNTANT IV	14	2	$52,254.00	$47,227.00	$47,227.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$48,427.00
0053	113	CRIMINAL INVESTIGATOR I	12	5	$49,344.00	$44,908.00	$45,531.00	$360.00	$0.00	$0.00	$0.00	$0.00	$45,891.00
0055	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$43,322.00	$43,322.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$44,582.00
0056	113	EXECUTIVE ASSISTANT I	11	5	$45,690.00	$40,742.00	$41,168.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$43,148.00
0057	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$37,902.00
0058	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$37,722.00
0059	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,452.00
0060	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$34,932.00
0061	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,365.00	$33,365.00	$600.00	$0.00	$0.00	$0.00	$0.00	$33,965.00
0062	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,343.00
0063	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$34,583.00
0064	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$900.00	$0.00	$0.00	$0.00	$0.00	$34,223.00
0065	113	ADMINISTRATIVE ASSISTANT IV	10	1	$37,109.00	$32,255.00	$32,255.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,975.00
0066	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00

HIDALGO COUNTY
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CRIMINAL DA

AI- 34239

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0067	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$31,280.00	$31,328.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,688.00
0068	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$31,179.00	$31,179.00	$960.00	$0.00	$0.00	$0.00	$0.00	$32,139.00
0069	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0070	113	ADMINISTRATIVE ASSISTANT II	6	6	$32,051.00	$27,045.00	$27,045.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,585.00
0071	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0072	113	ADMINISTRATIVE ASSISTANT II	6	5	$31,096.00	$26,080.00	$26,080.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,620.00
0073	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0074	113	ADMINISTRATIVE ASSISTANT II	6	4	$30,141.00	$25,116.00	$25,116.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,116.00
0075	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$24,278.00	$24,300.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0076	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,192.00	$24,220.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,580.00
0077	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0078	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0079	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0080	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$23,279.00	$23,500.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,860.00
0081	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$19,054.00	$19,054.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,054.00
0082	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0083	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0084	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0085	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0086	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0087	113	CRIMINAL INVESTIGATOR I	12	1	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0088	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0089	113	ASSISTANT DISTRICT ATTORNEY IV	18	1	$68,687.00	$68,687.00	$68,687.00	$0.00	$0.00	$0.00	$900.00	$0.00	$69,587.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$58,888.00	$58,888.00	$927.54	$0.00	$0.00	$900.00	$0.00	$60,715.54
0091	113	ASSISTANT DISTRICT ATTORNEY IV	18	1	$68,687.00	$68,687.00	$68,687.00	$3,840.00	$0.00	$0.00	$900.00	$0.00	$73,427.00
0092	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0093	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
A094	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$0.00
0095	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$45,977.00	$45,977.00	$0.00	$0.00	$0.00	$900.00	$0.00	$46,877.00
0096	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$28,231.00	$28,231.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,231.00
0097	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$58,888.00	$58,888.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$60,988.00

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CRIMINAL DA

AI- 34239

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0098	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$49,629.00	$49,629.00	$3,840.00	$0.00	$0.00	$900.00	$0.00	$54,369.00
		CREATE AND ADD $3,600.00 IN AUTO ALLOWANCE TO THE FOLLOWING POSITIONS:											
0099	**113**	**CRIMINAL INVESTIGATOR II**	**14**	**1**	**$50,487.00**	**$50,487.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,600.00**	**$0.00**	**$0.00**
0100	**113**	**CRIMINAL INVESTIGATOR II**	**14**	**1**	**$50,487.00**	**$50,487.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,600.00**	**$0.00**	**$0.00**
					$4,855,521.00	$4,598,115.00	$4,410,801.00	$111,507.54	$0.00	$14,157.00	$65,600.00	$0.00	$4,593,965.54

Approval to create the above highlighted full-time positions.
All personnel actions pending CC approval.

DATE: September 14, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for District Attorney

ACCOUNT NUMBER: 2-1100-41X-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
2-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(39,118.50)
TO				
2-1100-412-00-080-002-0-	113	CRIMINAL DA -	REG F/T EMPLOYEES	$29,015.52
2-1100-412-00-080-002-0-	118	CRIMINAL DA -	AUTO ALLOWANCE	$2,068.07
2-1100-412-00-080-002-0-	211	CRIMINAL DA -	HEALTH INSURANCE	$2,393.10
2-1100-412-00-080-002-0-	212	CRIMINAL DA -	LIFE INSURANCE	$15.52
2-1100-412-00-080-002-0-	220	CRIMINAL DA -	FICA	$2,377.96
2-1100-412-00-080-002-0-	230	CRIMINAL DA -	RETIREMENT	$3,092.91
2-1100-412-00-080-002-0-	250	CRIMINAL DA -	UNEMPLOYMENT COMP	$155.42
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Interdepartmental transfer to fund the prorated salary and related fringe benefit expenditures for the creation of two (2) Criminal Investigator II positions, slot no.'s 0099 & 0100, grade 14.

DEPARTMENT HEAD SIGNATURE

	/ /	
COMMISSIONERS COURT	**DATE**	**ATTEST, COUNTY CLERK**

AI-33966 **County Clerk 10. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

County Clerk's Office (1100):
1. Approval to delete and/or create the following full time positions:

Action	Slot #	Position Title	Grade
Delete	0026	Administrative Assistant III	8
Create	0071	Collections Enforcement Officer II	7

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact - Cost Savings.

Attachments

pars
Job Descriptions
Fiscal Note
Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 09:47 AM
Sylvia Solis	Sylvia Solis	09/14/2012 01:51 PM
Rosalinda Cantu	Rosie Cantu	09/14/2012 02:58 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Sylvia Rios Started On: 08/30/2012 08:29 AM

Final Approval Date: 09/14/2012

RECEIVED
SEP 13 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk's Office **DATE:** Sept. 12, 2012

CURRENT POSITION TITLE: Administrative Assistant III **CURRENT SLOT. #:** 001-0026

REQUESTED POSITION TITLE: DELETE
(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: $ ~~30,224.00~~ $31,815.00 (Current Budgeted Salary) $ (Proposed Budgeted Salary) $ (~~30,224.00~~) ($31,815.00) (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)

delete 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	09/12/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esthela A. Cortez /sre HUMAN RESOURCES DIRECTOR	09.13.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	9/14/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

RECEIVED
SEP 13 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk's Office

DATE: Sept. 12, 2012

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0071

REQUESTED POSITION TITLE: Collections Enforcement Officer II
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 29,458.00 (Proposed Budgeted Salary) $ _____ (Net Change)

Position to be funded from one of the following:

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

☐ Other Salary from deleted position 001-0026 ($~~30,224.00~~ ($31,815.00))

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)

Additional collector needed to off set loss of 2 District Collectors due to personnel issues.

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

Description on file at Human Resource Department

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	09/12/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esthela A. Cortez	09.13.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/14/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

COLLECTIONS ENFORCEMENT OFFICER II

GRADE: 07

GENERAL DESCRIPTION

Performs routine (journey-level) collections work. Responsible for collections of outstanding accounts receivable dollars from the existing client base and all other aspects of collections, resolving customer billing problems and reducing accounts receivable delinquency. Primary responsibilities include interviewing defendants, verifying information, setting up payment contracts and collecting criminal court costs and fines. May train others.

EXAMPLES OF WORK PERFORMED

Assists in daily operations of Collections Department

Assists with implementation of departmental policy and procedures

Compiles status and progress reports

Interview defendants and underwrites payment agreements

Reviewing open accounts for collection efforts

Making outbound collection calls in a professional manner while keeping and improving customer relations

Resolves client-billing problems and rescues accounts receivable delinquency, applying good customer service in a timely manner

Collect customer payments in accordance with payment due dates

Identify issues attributing to account delinquency and discuss them with management

Review and monitor assigned accounts and all applicable collection reports

Provide timely follow-up on payment arrangements

May train others

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of three (3) years collections experience; Associate's degree in business administration, public administration, or related field. Graduation from an accredited four-

year college or university with a Bachelor Degree in Business or Public Administration, Accounting, Management, or related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of personal computers, office practices and procedures

Ability to meet and deal effectively with the public

Ability to operate standard office equipment and type forty (40) words per minute

Must possess good communication skills

Flexibility to be cross-trained in various departments

Strong organizational skills

Ability to work independently and to adapt to a fast changing environment

Must have attention to detail with an eye for accuracy

Creative, self-disciplined and capable of identifying and completing critical tasks independently and with a sense of urgency

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ADMINISTRATIVE ASSISTANT III

GRADE: 08

GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

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, September 18, 2012** **Agenda Item:** 33966

Summary of request/proposal:
COUNTY CLERKS OFFICE (1100):
Approval to delete and/or create the following full time positions:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	ADMINISTRATIVE ASSISTANT III	0026	113	8	1	31,815.00	0.00	(31,815.00)
1100	COLLECTIONS ENFORCEMENT OFFICER II	0071	113	7	1	0.00	29,458.00	29,458.00
						31,815.00	29,458.00	(2,357.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-415-40-180-001-0-	113	COUNTY CLERKS -	REG F/T EMPLOYEES	($677.30)
2-1100-415-40-180-001-0-	211	COUNTY CLERKS -	HEALTH INSURANCE	$0.00
2-1100-415-40-180-001-0-	212	COUNTY CLERKS -	LIFE INSURANCE	$0.00
2-1100-415-40-180-001-0-	220	COUNTY CLERKS -	FICA	($51.81)
2-1100-415-40-180-001-0-	230	COUNTY CLERKS -	RETIREMENT	($67.39)
2-1100-415-40-180-001-0-	250	COUNTY CLERKS -	UNEMPLOYMENT COMP	($3.39)
2-1100-415-40-180-001-0-	260	COUNTY CLERKS -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($799.89)

2013 Budgetary Impact: ($2,783.62)

Possible Funding Sources: NO BUDGETARY IMPACT - COST SAVINGS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-40-180-001-0

CO CLERK

AI- 3396

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	111	COUNTY CLERK				$87,360.00	$87,360.00	$0.00	$0.00	$0.00	$8,000.00	$0.00
0002	113	CHIEF DEPUTY II	19	1	$74,182.00	$74,182.00	$74,182.00	$660.00	$0.00	$0.00	$0.00	$0.00
0003	113	OFFICE MANAGER	17	1	$63,599.00	$63,599.00	$63,599.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	COURTS MANAGER	13	3	$50,019.00	$50,019.00	$50,019.00	$1,800.00	$0.00	$0.00	$0.00	$0.00
0005	113	INTERNAL AUDITOR III	13	3	$50,019.00	$50,019.00	$50,554.00	$840.00	$0.00	$0.00	$0.00	$0.00
0006	113	COLLECTIONS SUPERVISOR	13	1	$46,747.00	$46,747.00	$46,747.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	EXECUTIVE ASSISTANT I	11	1	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	DEPUTY COUNTY CLERK III	9	4	$37,969.00	$37,969.00	$37,969.00	$1,860.00	$0.00	$0.00	$0.00	$0.00
0012	113	DEPUTY COUNTY CLERK II	7	6	$34,613.00	$34,613.00	$34,613.00	$360.00	$0.00	$0.00	$0.00	$0.00
0013	113	DEPUTY COUNTY CLERK II	7	6	$34,613.00	$34,613.00	$34,613.00	$960.00	$0.00	$0.00	$0.00	$0.00
0014	113	DEPUTY COUNTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$720.00	$0.00	$0.00	$0.00	$0.00
0015	113	DEPUTY COUNTY CLERK III	9	1	$34,360.00	$34,360.00	$34,748.00	$1,320.00	$0.00	$0.00	$0.00	$0.00
0016	113	DEPUTY COUNTY CLERK II	7	1	$29,458.00	$29,458.00	$29,458.00	$780.00	$0.00	$0.00	$0.00	$0.00
0017	113	DEPUTY COUNTY CLERK II	7	2	$30,489.00	$30,489.00	$30,489.00	$300.00	$0.00	$0.00	$0.00	$0.00
0018	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	$30,489.00	$30,489.00	$30,489.00	$480.00	$0.00	$0.00	$0.00	$0.00
0019	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	$30,489.00	$30,489.00	$30,489.00	$540.00	$0.00	$0.00	$0.00	$0.00
0020	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	$30,489.00	$30,489.00	$30,489.00	$600.00	$0.00	$0.00	$0.00	$0.00
0022	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	$30,489.00	$30,489.00	$30,489.00	$720.00	$0.00	$0.00	$0.00	$0.00
0023	113	COLLECTIONS ENFORCEMENT OFFICER II	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	DEPUTY COUNTY CLERK I	5	5	$28,792.00	$28,792.00	$29,012.00	$540.00	$0.00	$0.00	$0.00	$0.00
		DELETE THE FOLLOWING:										
~~0026~~	~~113~~	~~ADMINISTRATIVE ASSISTANT III~~	~~8~~	~~1~~	~~$31,815.00~~	~~$31,815.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0027	113	DEPUTY COUNTY CLERK I	5	4	$27,908.00	$27,908.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	DEPUTY COUNTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$360.00	$0.00	$0.00	$0.00	$0.00
0029	113	DEPUTY COUNTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$720.00	$0.00	$0.00	$0.00	$0.00
0030	113	DEPUTY COUNTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$540.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-40-180-001-0

CO CLERK

AI- 3396

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0031	113	DEPUTY COUNTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	DEPUTY COUNTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$0.00	$0.00	$0.00	$0.00	$0.00
0033	113	DEPUTY COUNTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$540.00	$0.00	$0.00	$0.00	$0.00
0034	113	DEPUTY COUNTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	DEPUTY COUNTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00
0036	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$420.00	$0.00	$0.00	$0.00	$0.00
0037	113	DEPUTY COUNTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00
0038	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$720.00	$0.00	$0.00	$0.00	$0.00
0039	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$300.00	$0.00	$0.00	$0.00	$0.00
0040	113	DEPUTY COUNTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$0.00	$0.00	$0.00	$0.00	$0.00
0041	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00
0042	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00
0043	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00
0044	113	DEPUTY COUNTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00
0045	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0046	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00
0047	113	DEPUTY COUNTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00
0048	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$360.00	$0.00	$0.00	$0.00	$0.00
0049	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$360.00	$0.00	$0.00	$0.00	$0.00
0050	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$300.00	$0.00	$0.00	$0.00	$0.00
0051	113	DEPUTY COUNTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00
0052	113	DEPUTY COUNTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00
0053	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$360.00	$0.00	$0.00	$0.00	$0.00
0054	113	DEPUTY COUNTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00
0056	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00
0057	113	DEPUTY COUNTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00
0058	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00
0059	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$300.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-40-180-001-0

CO CLERK

AI- 3396

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0060	113	DEPUTY COUNTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	DEPUTY COUNTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00
0062	114	ASSISTANT DEPUTY COUNTY CLERK	3	3	$23,169.00	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00
0063	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00
0064	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00
0068	113	COLLECTIONS ANALYST	12	2	$44,799.00	$44,799.00	$44,799.00	$360.00	$0.00	$0.00	$0.00	$0.00
0069	113	COLLECTIONS ENFORCEMENT OFFICER II	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00
0070	113	ADMINISTRATIVE ASSISTANT IV	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00
		CREATE THE FOLLOWING:										
0071	**113**	**COLLECTIONS ENFORCEMENT OFFICER II**	**7**	**1**	**$29,458.00**	**$29,458.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$1,999,895.00	$2,087,255.00	$1,960,473.00	$18,120.00	$0.00	$0.00	$8,000.00	$0.00

Approval to delete and/or create the above hightlighted full-time positions.
All personnel actions pending CC approval.

6

2012 ACTUAL TOTAL COMPENSATION
$95,360.00
$74,842.00
$63,599.00
$51,819.00
$51,394.00
$46,747.00
$31,815.00
$0.00
$39,829.00
$34,973.00
$35,573.00
$35,691.00
$36,068.00
$30,238.00
$30,789.00
$30,969.00
$31,029.00
$30,489.00
$31,089.00
$31,209.00
$29,458.00
$30,489.00
$29,552.00
~~$0.00~~
$28,000.00
$28,268.00
$28,628.00
$28,448.00

6

2012 ACTUAL TOTAL COMPENSATION
$23,993.00
$27,908.00
$28,448.00
$25,256.00
$23,993.00
$27,444.00
$25,256.00
$27,744.00
$27,324.00
$26,140.00
$27,024.00
$27,024.00
$27,024.00
$25,256.00
$0.00
$27,024.00
$23,993.00
$27,384.00
$27,384.00
$27,324.00
$25,256.00
$25,256.00
$27,384.00
$25,256.00
$27,024.00
$27,024.00
$25,256.00
$27,024.00
$27,324.00

6

2012 ACTUAL TOTAL COMPENSATION
$27,024.00
$25,256.00
$23,169.00
$21,653.00
$21,653.00
$45,159.00
$29,458.00
$37,109.00
$0.00
$1,986,593.00

AI-34165 **Sheriff's Office 11. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy (Contract: DIR-SDD-1780), presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Card Request) for the following:

1. Approval for requisition #222799 for 20 Novatel Mifi 4082 unlimited Data access devices ($37.99 each per month)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Amount available for requisition# 222799 as of 9-13-12 $3,039.20 for Sprint.

Attachments

Novatel Mifi

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/12/2012 02:09 PM
Budget & Management	Merlen P. Munoz	09/12/2012 02:24 PM
Manuel Chapa	Manuel Chapa	09/13/2012 11:14 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Myra Montoya Started On: 09/12/2012 10:39 AM

Final Approval Date: 09/14/2012

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☑ Other:_____

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: Rene Gonzalez Employee ID#_____ Signature:_____

DEPARTMENT: Hidalgo County Sheriff's Office DEPT #: 280

Quantity: 20

Service: $ 37.99 /mo (x) 4 months = 3,039.20 Account: 2-1100-421-00-280-001-0--**532**

Service: $_____/mo (x) ____ months = 0.00 Account:_____**-619/664**

Requisition Total: 3,039.20 **Requisition Number:** 222799

(3) Elected Official/Department Head Authorization for Request:

Signature | RENE GONZALEZ Print Name | 9/12/12 Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **SPRINT UNLIMITED DATACARD PLAN** **-or-**

☐ **SPRINT BE1000 + DATAPLAN**

☐ **OTHER:** _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Sprint Together with Nextel — CDMA Quotation - GPS Upgrade - Utility

Customer Information

Customer Name:	Hidalgo County Sheriff's Office
Financial Contact Name:	Richard Ozuna
Address:	711 E Cibolo Road
City:	Edinburg
State:	TX
Zip:	78539
Financial Contact Phone:	(956) 393-6029
Email Address:	richard.ozuna@hidalgoso.org
Acct # (if applicable):	

Sales Representative Information

Name & Title:	Mike Salyers
Phone:	956-451-8549
Email Address:	michael.salyers@sprint.com

EFT/Contract Information

Financial Institution:	United Missouri Bank - 1006 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy Swearo - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Account Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR SDD 1780
Cage Code:	
DUNS #:	
Tax ID #:	
Doing Business As:	Sprint

Quote Date:	Sept 5 2012		Contract Vehicle being utilized:	ed: DIR SDD 1780	Control # : 120612MLS
Expiration Date:	Sept 31 2012		24 Month NO ETF		(YYMMDDConsecutive#Initials)

Equipment - One Time Charges (Billed By Telenav - See attached invoice)

Qty.	Model	Suggested Retail Price	10% Discount	Additional Promo	Unit Item Price	Extended Item Price
20	Novatel Mifi 4082	$0.00			$0.00	$0.00
20	*Total*					

Equipment - One Time Charges (Billed By Telenav - See attached invoice) **$0.00**

Note: Hardware credit and promotions only apply per device with the purchase of an associated service plan. Customer responsible for any applicable installation charges.

Monthly Recurring Charges

Qty.	Item Number - Description	Monthly Recurring After Discount	Extended Price
20	Unlimited Data Access	$37.99	$759.80
20	*Total*		$759.80

Sprint together with NEXTEL

This is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Your first bill may include pro-rated service charges in addition to the upcoming months service charges. Offers are subject to change at any time. Other charges may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements. PLEASE NOTE: DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOU TERMINATE SERVICE PRIOR TO THE END OF THE CONTRACT TERM FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT FOR EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

Sprint Proprietary Information

AI-34166 **11. B.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval to correct Caption for agenda item #AI-32393 previously approved on 05/29/2012 to reflect contract #DIR-SDD-1780.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Amount available for PO# 678331 as of 9-14-12 $9,307.55 for Sprint.

Attachments

DIR-SDD-1780

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/12/2012 02:10 PM
Budget & Management	Merlen P. Munoz	09/12/2012 04:14 PM
Manuel Chapa	Manuel Chapa	09/14/2012 04:17 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Myra Montoya Started On: 09/12/2012 10:55 AM

Final Approval Date: 09/14/2012

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: _____

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: Rene Gonzalez Employee ID#: _____ Signature: _____

DEPARTMENT: Hidalgo County Sheriff's Office DEPT #: 280

Quantity: 35

Service: $ 37.99 /mo (x) 7 months = 9,307.55 Account: 2-1100-421-00-280-001-0-532

Service: $ _____ /mo (x) ____ months = 0.00 Account: _____ -619/664

Requisition Total: 9,307.55 **Requisition Number:** 216280

(3) Elected Official/Department Head Authorization for Request:

CAPT. RENE GONZALEZ 05/16/2012

Signature Print Name Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

☐ **OTHER:** _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

Req#216380

Sprint Together with Nextel — CDMA Quotation - GPS Upgrade - Utility

Customer Information

Customer Name:	Hidalgo County Sheriff's Office
Financial Contact Name:	Richard Ozuna
Address:	711 E Cibolo Road
City:	Edinburg
State:	TX
Zip:	78539
Financial Contact Phone:	(956) 393-6029
Email Address:	richard.ozuna@hidalgoso.org
Acct # (If applicable):	

Sales Representative Information

Name & Title:	Mike Salyers
Phone:	956-451-8549
Email Address:	michael.salyers@sprint.com

EFT/Contract Information

Financial Institution:	United Missouri Bank - 1000 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Lisa Swenze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Account Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR-SDD-611
Cage Code:	
DUNS #:	
Tax ID #:	
Doing Business As:	Sprint

Quote Date:	July 17 2012	Contract Vehicle Being Utilized DIR SDD 1780		Control # :	120511MLS
Expiration Date:	August 17 2012	24 Month NO ETF			(YYMMDDConsecutive#finitials)

Monthly Reucrring Charges

Qty	Model	Suggested Retail Price			Unit Price	Extended Item Price
35	Air Card Connections for Modems	$37.99			$37.99	$1,329.65
	Total	Total Monthly Recurring Charges				$1,329.65

Sprint Together with NEXTEL

...is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Your first ...harges and may include pro-rated service charges in addition to the upcoming months service charges. Offers are subject to change at any time. Other ...es may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements. PLEASE ..., DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD ... TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD ... ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

Sprint Proprietary Information

AI-34073 **Sheriff's Office 11. C.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to appropriate $235,500.00 from the unreserved fund balance in the Sheriff's Federal Sharing - U.S. Department of Justice (Fund 1229).

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1229-421-00-280-007-0-XXX

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

BUDGETARY IMPACT:

Funds available for the appropriation of $235,500.00 as of 09/05/12.

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/05/2012 03:43 PM
Budget & Management	Merlen P. Munoz	09/05/2012 04:03 PM
Manuel Chapa	Manuel Chapa	09/06/2012 02:16 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Rosie Hinojosa Started On: 09/05/2012 03:35 PM

Final Approval Date: 09/14/2012

DATE: September 5, 2012
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Department
ACCOUNT NUMBER: 2-1229-421-00-280-007-0-XXX

SUBJECT: Budget Amendments (Increases) in Accorda
Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
2-1229-421-00-280-007-0-336	Computer Services
2-1229-421-00-280-007-0-601	Office and Computer Supplies
2-1229-421-00-280-007-0-605	Clothing and Uniforms
2-1229-421-00-280-007-0-619	Other Miscellaneous Supplies
2-1229-421-00-280-007-0-664	Other Minor Equipment
2-1229-421-00-280-007-0-665	Minor Computer Equipment
2-1229-421-00-280-007-0-672	Repair & Maintenance Supp.-Equip. & Vehicles
2-1229-421-00-280-007-0-745	Computer Equipment

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate monies from the Sheriff's Federal Sharing - U.S. Treasury fun
the purpose of outfitting law enforcement vehicles and purchase tactical uniforms.

_____
DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____
APPROVED COMMISSIONERS' COURT DATE

: of Justice

ance with Local Government

AMOUNT
3,500.00
8,000.00
5,000.00
56,000.00
22,000.00
48,000.00
45,000.00
48,000.00
$ 235,500.00

d balance (unreserved) for

ATTEST COUNTY CLERK

AI-34193 **Health & Human Services Dept. 12. B.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health (1100 & 1293):

1. Clinics/ Child Health Services

a. Requesting approval of the following personnel actions:

Action	Acct / Program	Slot #	Position Title	Grade	Percent Distribution
Delete	340-003 (Clinics)	G080	Clerk III	5	15.83%
	340-051 (Child Health)	G001			84.17%
Create	340-003 (Clinics)	G129	Clerk II	3	16.00%
	340-051 (Child Health)	G002			84.00%

b. Approval of Child Health Services grant salary schedule.

2. Clinics & Prenatal Service grants (1100 & 1293):

a. Requesting approval of the following personnel actions:

Action	Acct / Program	Slot #	Position Title	Grade	Percent Distribution
Delete	340-003 (Clinics)	G077	Clerk III	5	19.82%
	340-052 (Prenatal)	0002			80.18%
Create	340-003 (Clinics)	G130	Clerk II	3	20%
	340-052 (Prenatal)	G004			80%

b. Approval of Prenatal Services grant salary schedule.

BACKGROUND

These personnel actions are related to the Child Health and Prenatal FY 13 grants that were accepted by Commissioner's Court on 09/11/12 through AI-33911 & AI-33922.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** see below

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

BUDGETARY IMPACT:

2-1293-441-00-340-052-3-XXX PRENATAL/MATERNITY-
No budgetary impact/ Cost savings. Funds appropriated on 09/11/12 with renewal of grant.

2-1293-441-00-340-051-3-XXX CHILD HEALTH-
No budgetary impact/ Cost savings. Funds appropriated on 09/11/12 with renewal of grant.

2-1100-441-00-340-003-0-XXX HEALTH CLINICS-
No budgetary impact/ Cost savings.

Attachments

PARs and Job Descriptions
fiscal notes
salary schedules

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 09:02 AM
Purchasing Department	Merlen P. Munoz	09/14/2012 09:03 AM
Rosalinda Cantu	Rosie Cantu	09/14/2012 02:45 PM
Sylvia Solis	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Mike Escaname Started On: 09/12/2012 04:24 PM

Final Approval Date: 09/14/2012

RECEIVED
SEP 10 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH - PRENATAL DIVISION (340-003)
HEALTH - PRENATAL DIVISION (340-052)

DATE: 9/10/2012

CURRENT POSITION TITLE:

NEW SLOT# G130 R — General Fund
NEW SLOT# G 0004 — Grant - Prenatal

REQUESTED POSITION TITLE: CLERK II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:	Current G&S/ Budgeted Salary	(GRADE 3 / STEP 1) Proposed G&S/ Budgeted Salary	Net Change
GF	$	$ 4,331.00	$ 4,331.00
P	$	$ 17,322.00	17,322.00

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Fund 1293, Program 052; Prenatal FY 13 Grant Funding

POSITION Type:

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [X] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Clerk III positions functions as Clerk Manager in the clinics and the Clerk Manager position is not needed at this time and is being deleted.

Clerk II positions require routine clerical work which involve compiling & tabulating data, opening records, registering clients, keeping appointment schedules, recording, sorting & dispatching incoming & outgoing mail. These are duties currently in demand at our health clinics and creating this position will help support the clinic's functions.

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

See Job Description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	9-10-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2. HUMAN RESOURCES DIRECTOR	09.10.12 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	09/10/12 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4. COMMISSIONERS' COURT APPROVAL	Date			

RECEIVED

SEP 10 2012

Human Resources

HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH - PRENATAL DIVISION (340-003)
HEALTH - PRENATAL DIVISION (340-052)

DATE: 9/10/2012

CURRENT POSITION TITLE: CLERK III

CURRENT SLOT# G077 General Fund

CURRENT SLOT# 0002 Grant - Prenatal

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount:	(GRADE 5 / STEP 1)		
GF	$ 5,006.00	$	$ (5,006.00)
P	$ 20,250.00	$	(20,250.00)
	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Clerk III positions functions as Clerk Manager in the clinics and the Clerk Manager position is not needed at this time and is being deleted.

Clerk II positions require routine clerical work which involve compiling & tabulating data, opening records, registering clients, keeping appointment schedules, recording, sorting & dispatching incoming & outgoing mail. These are duties currently in demand at our health clinics and creating this position will help support the clinic's functions.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9-10-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Ethel A. Cortez/efe HUMAN RESOURCES DIRECTOR	09.10.12 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	09/10/12 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

RECEIVED

SEP 10 2012

Human Resources

HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH - CHILD HEALTH DIVISION (340-003) / HEALTH - CHILD HEALTH DIVISION (340-051)

DATE: 8/21/2012

CURRENT POSITION TITLE:

NEW SLOT# G129 per Jon 5/15 — General Fund

NEW SLOT# G002 — Grant - Child Health

REQUESTED POSITION TITLE: CLERK II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary (GRADE 3 / STEP 1)	Net Change
GF	$	$ 3,464.00	$ 3,464.00
CH	$	$ 18,189.00	18,189.00

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Fund 1293, Program 052; Child Health FY 13 Grant Funding

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Clerk III positions functions as Clerk Manager in the clinics and the Clerk Manager position is not needed at this time and is being deleted.

Clerk II positions require routine clerical work which involve compiling & tabulating data, opening records, registering clients, keeping appointment schedules, recording, sorting & dispatching incoming & outgoing mail. These are duties currently in demand at our health clinics and creating this position will help support the clinic's functions.

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

See Job Description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9-10-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esthela A. Lozano/hpr HUMAN RESOURCES DIRECTOR	09.10.12 Date	PERSONNEL PROCEDURES COMPLETED	[—]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/10/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

RECEIVED
SEP 10 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH - CHILD HEALTH DIVISION (340-003) / HEALTH - CHILD HEALTH DIVISION (340-051) DATE: 8/21/2012

CURRENT POSITION TITLE: CLERK III CURRENT SLOT# G080 General Fund

CURRENT SLOT# G001 Grant - Child Health

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount: (GRADE 5 / STEP 1)

	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
GF	$ 3,999.00	$	$ (3,999.00)
CH	$ 21,257.00	$	(21,257.00)

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 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Clerk III positions functions as Clerk Manager in the clinics and the Clerk Manager position is not needed at this time and is being deleted.

Clerk II positions require routine clerical work which involve compiling & tabulating data, opening records, registering clients, keeping appointment schedules, recording, sorting & dispatching incoming & outgoing mail. These are duties currently in demand at our health clinics and creating this position will help support the clinic's functions.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9-10-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esthela D. Cortez/ssr HUMAN RESOURCES DIRECTOR	09-10-12 Date	PERSONNEL PROCEDURES COMPLETED	[X]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/10/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

CLERK II

GRADE: 03

GENERAL DESCRIPTION

Performs routine (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, and purchasing; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding policies and procedures, assists the public and staff in filling out forms, and provides information to the public by mail or phone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data and performs arithmetical computations; may prepare charts, graphs, and tables

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Performs data entry and retrieval

May receive shipments and supplies, inspect for damage, and check for correct quality and quantity

May maintain office schedules and appointments and provide notification of appointments.

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May assist in balancing accounts by running tapes and proofreading

May prepare summaries of balances and cost information and formulate other reports as required

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May receive and count cash

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, methods, and procedures; of office procedures; and of spelling, punctuation, grammar, and arithmetic

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to prepare and maintain detailed records, files, and reports; to type accurately at a speed consistent with work requirements; and to transfer stock from one location to another

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

CLERK III

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Responsible for answering and routing phone calls

Will be assisting the general public

May be required to work overtime or hours other than standard work schedule during emergencies

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual required (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to maintain excellent customer service

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
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, September 18, 2012** **Agenda Item:** 34193

Summary of request/proposal:
CHILD HEALTH SERVICES GRANT (1293):
Approval to delete and/or create the following full-time positions:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1293	CLERK III	G001	113	5	1	21,257.00	0.00	(21,257.00)
1293	CLERK II	G002	113	3	1	0.00	18,189.00	18,189.00
						21,257.00	18,189.00	(3,068.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1293-441-00-340-051-3-	113	CHILD HEALTH SERVICES -	REG F/T EMPLOYEES	($881.61)
2-1293-441-00-340-051-3-	211	CHILD HEALTH SERVICES -	HEALTH INSURANCE	$0.00
2-1293-441-00-340-051-3-	212	CHILD HEALTH SERVICES -	LIFE INSURANCE	$0.00
2-1293-441-00-340-051-3-	220	CHILD HEALTH SERVICES -	FICA	($67.44)
2-1293-441-00-340-051-3-	230	CHILD HEALTH SERVICES -	RETIREMENT	($87.72)
2-1293-441-00-340-051-3-	250	CHILD HEALTH SERVICES -	UNEMPLOYMENT COMP	($4.41)
2-1293-441-00-340-051-3-	260	CHILD HEALTH SERVICES -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($1,041.18)

2013 Budgetary Impact: ($3,623.31)

Possible Funding Sources: NO BUDGETARY IMPACT - COST SAVINGS

HEALTH CLINICS

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	CLERK III	G080	113	5	1	3,999.00	0.00	(3,999.00)
1100	CLERK II	G129	113	3	1	0.00	3,464.00	3,464.00
						3,999.00	3,464.00	(535.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-441-00-340-003-0	113	HEALTH CLINICS -	REG F/T EMPLOYEES	($163.98)
2-1100-441-00-340-003-0	211	HEALTH CLINICS -	HEALTH INSURANCE	$0.00
2-1100-441-00-340-003-0	212	HEALTH CLINICS -	LIFE INSURANCE	$0.00
2-1100-441-00-340-003-0	220	HEALTH CLINICS -	FICA	($12.54)
2-1100-441-00-340-003-0	230	HEALTH CLINICS -	RETIREMENT	($16.32)
2-1100-441-00-340-003-0	250	HEALTH CLINICS -	UNEMPLOYMENT COMP	($0.82)
2-1100-441-00-340-003-0	260	HEALTH CLINICS -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($193.66)

2013 Budgetary Impact: ($631.84)

Possible Funding Sources: NO BUDGETARY IMPACT - COST SAVINGS

Comments:

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, September 18, 2012** **Agenda Item:** 34193

Summary of request/proposal:
PRENATAL GRANT (1293):
Approval to delete and/or create the following full-time positions:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1293	CLERK III	0002	113	5	1	20,250.00	0.00	(20,250.00)
1293	CLERK II	G004	113	3	1	0.00	17,322.00	17,322.00
						20,250.00	17,322.00	(2,928.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1293-441-00-340-052-3-	113	PRENATAL/MATERNITY-	REG F/T EMPLOYEES	($841.38)
2-1293-441-00-340-052-3-	211	PRENATAL/MATERNITY-	HEALTH INSURANCE	$0.00
2-1293-441-00-340-052-3-	212	PRENATAL/MATERNITY-	LIFE INSURANCE	$0.00
2-1293-441-00-340-052-3-	220	PRENATAL/MATERNITY-	FICA	($64.37)
2-1293-441-00-340-052-3-	230	PRENATAL/MATERNITY-	RETIREMENT	($83.72)
2-1293-441-00-340-052-3-	250	PRENATAL/MATERNITY-	UNEMPLOYMENT COMP	($4.21)
2-1293-441-00-340-052-3-	260	PRENATAL/MATERNITY-	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($993.68)

2013 Budgetary Impact: ($3,457.97)

Possible Funding Sources: NO BUDGETARY IMPACT - COST SAVINGS

HEALTH CLINICS

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	CLERK III	G077	113	5	1	5,006.00	0.00	(5,006.00)
1100	CLERK II	G130	113	3	1	0.00	4,331.00	4,331.00
						5,006.00	4,331.00	(675.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-441-00-340-003-0	113	HEALTH CLINICS -	REG F/T EMPLOYEES	($206.90)
2-1100-441-00-340-003-0	211	HEALTH CLINICS -	HEALTH INSURANCE	$0.00
2-1100-441-00-340-003-0	212	HEALTH CLINICS -	LIFE INSURANCE	$0.00
2-1100-441-00-340-003-0	220	HEALTH CLINICS -	FICA	($15.83)
2-1100-441-00-340-003-0	230	HEALTH CLINICS -	RETIREMENT	($20.59)
2-1100-441-00-340-003-0	250	HEALTH CLINICS -	UNEMPLOYMENT COMP	($1.03)
2-1100-441-00-340-003-0	260	HEALTH CLINICS -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($244.35)

2013 Budgetary Impact: ($797.18)

Possible Funding Sources: NO BUDGETARY IMPACT - COST SAVINGS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1293-441-00-340-052-3-

AI - 34193

PRENATAL SERVICES

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	MAINTENANCE II	3	4	$23,927.00	$21,436.00	$21,436.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,436.00
~~0002~~	~~113~~	**DELETE** ↓ ~~CLERK III~~	~~5~~	~~1~~	~~$25,256.00~~	~~$20,250.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0003	113	CLINIC AIDE II	3	4	$23,927.00	$18,596.00	$18,596.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,596.00
0004		**CREATE** ↓ **CLERK II**	**3**	**1**	**$21,653.00**	**$17,322.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				TOTAL	$69,507.00	$57,354.00	$40,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,032.00

APPROVAL OF SALARY SCHEDULE AND PERSONNEL ACTIONS PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1293-441-00-340-051-3-

CHILD HEALTH SERVICES GRANT

AI- 34193

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
~~G001~~	~~113~~	**DELETE THE FOLLOWING** ~~CLERK III~~	~~5~~	~~1~~	~~$25,256.00~~	~~$21,257.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
G002	113	**CREATE THE FOLLOWING** CLERK II	3	1	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Approval of the above highlighted actions.
All personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-441-00-340-003-0

AI - 34193

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ADVANCED CLINICAL PRACTITIONER	21	1	$86,526.00	$86,526.00	$86,526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$86,526.00
0002	113	ADVANCED CLINICAL PRACTITIONER	21	2	$89,554.00	$89,554.00	$89,554.00	$300.00	$0.00	$0.00	$0.00	$0.00	$89,854.00
0003	113	DIRECTOR OF NURSING	19	3	$79,374.00	$79,374.00	$79,374.00	$960.00	$0.00	$0.00	$0.00	$0.00	$80,334.00
0004	113	BUDGET MANAGER II	17	1	$63,599.00	$63,599.00	$63,599.00	$420.00	$0.00	$0.00	$0.00	$0.00	$64,019.00
0005	113	ASSISTANT DIRECTOR OF NURSING	17	4	$70,277.00	$70,277.00	$70,277.00	$840.00	$0.00	$0.00	$0.00	$0.00	$71,117.00
0006	113	DIRECTOR OF OPERATIONS	16	5	$67,132.00	$67,132.00	$67,322.00	$840.00	$0.00	$0.00	$0.00	$0.00	$68,162.00
0008	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$60,694.00
0009	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$60,394.00
0010	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,888.00
0011	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$960.00	$0.00	$0.00	$0.00	$0.00	$60,334.00
0012	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,888.00
0013	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$840.00	$0.00	$0.00	$0.00	$0.00	$60,214.00
0014	113	REGISTERED NURSE IV	16	1	$58,888.00	$57,513.00	$57,513.00	$780.00	$0.00	$0.00	$0.00	$0.00	$58,293.00
0016	113	REGISTERED NURSE III	14	4	$55,788.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,788.00
0017	113	REGISTERED NURSE III	14	4	$55,788.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,788.00
0018	113	HR COORDINATOR II	13	8	$58,199.00	$48,199.00	$48,200.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$49,760.00
0019	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
0020	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$540.00	$0.00	$0.00	$0.00	$0.00	$44,029.00
0021	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$660.00	$0.00	$0.00	$0.00	$0.00	$44,149.00
0022	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,849.00
0023	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,849.00
0024	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0025	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,969.00
0026	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$420.00	$0.00	$0.00	$0.00	$0.00	$43,909.00
G027	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$41,481.00	$41,481.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$42,861.00
0028	113	SYSTEM SUPPORT SPECIALIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,558.00
0029	113	TB RECORD MANAGER	10	2	$38,408.00	$38,408.00	$38,408.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$39,848.00
0030	113	BILLING SPECIALIST V	9	1	$34,360.00	$34,360.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,360.00
0031	113	BILLING SPECIALIST IV	7	3	$31,520.00	$31,520.00	$31,907.00	$840.00	$0.00	$0.00	$0.00	$0.00	$32,747.00
0032	113	MEDICAL TECHNICIAN II	7	3	$31,520.00	$31,520.00	$31,520.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$32,900.00
0033	113	MEDICAL TECHNICIAN I	5	5	$28,792.00	$28,792.00	$28,792.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,392.00
0034	113	MEDICAL TECHNICIAN I	5	2	$26,140.00	$26,140.00	$26,143.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,923.00
0035	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,564.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$26,764.00
0036	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,923.00
0037	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$27,003.00
0038	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0039	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,223.00
0040	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,291.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,891.00
0041	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0042	113	LABORATORY TECHNICIAN	4	3	$25,021.00	$25,021.00	$25,021.00	$660.00	$0.00	$0.00	$0.00	$0.00	$25,681.00
0043	113	COURIER	2	7	$24,261.00	$24,261.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0044	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$780.00	$0.00	$0.00	$0.00	$0.00	$24,780.00
0045	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$25,320.00
0046	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,360.00
0047	113	INVENTORY SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$540.00	$0.00	$0.00	$0.00	$0.00	$24,743.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-441-00-340-003-0

AI - 34193

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0048	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0049	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0050	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0051	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0053	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0055	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$24,540.00
0056	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0057	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
G058	113	PUBLIC HEALTH SPECIALIST	9	0	$32,642.00	$16,119.00	$16,119.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,119.00
G060	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$10,450.00	$10,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,450.00
G061	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$13,256.00	$13,863.00	$420.00	$0.00	$0.00	$0.00	$0.00	$14,283.00
G062	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$13,256.00	$13,863.00	$420.00	$0.00	$0.00	$0.00	$0.00	$14,283.00
G063	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$14,211.00	$14,211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,211.00
G064	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$11,430.00	$11,430.00	$300.00	$0.00	$0.00	$0.00	$0.00	$11,730.00
G065	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$11,213.00	$11,213.00	$540.00	$0.00	$0.00	$0.00	$0.00	$11,753.00
G067	113	SOCIAL WORKER	11	4	$44,287.00	$44,287.00	$44,678.00	$480.00	$0.00	$0.00	$0.00	$0.00	$45,158.00
~~G068~~	~~113~~	~~LICENSED VOCATIONAL NURSE III~~	~~13~~	~~1~~	~~$46,747.00~~	~~$9,663.00~~	~~$9,663.00~~	~~$480.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$10,143.00~~
G069	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$9,663.00	$9,663.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,663.00
G070	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$9,664.00	$9,664.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$10,744.00
G071	113	OUTREACH SPECIALIST II	6	3	$29,186.00	$8,980.00	$8,980.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$10,120.00
G072	113	REGISTERED NURSE III	14	4	$55,788.00	$55,788.00	$55,790.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,790.00
G073	113	REGISTERED NURSE III	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,487.00
G075	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$7,980.00	$7,980.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,980.00
G076	113	BILLING SUPERVISOR	11	1	$40,078.00	$40,078.00	$40,078.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$41,518.00
~~G077~~	~~113~~	DELETE POSITION (AGENDA ITEM NO. 33911) ↓ ~~CLERK III~~	~~5~~	~~1~~	~~$25,256.00~~	~~$5,006.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~G080~~	~~113~~	DELETE POSITION (AGENDA ITEM NO. 33922) ↓ ~~CLERK III~~	~~5~~	~~1~~	~~$25,256.00~~	~~$3,999.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
G084	113	CLINIC AIDE II	3	4	$23,927.00	$5,331.00	$5,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,404.00
G086	113	MAINTENANCE II	3	4	$23,927.00	$2,491.00	$2,564.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$3,884.00
G087	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$1,341.00	$1,730.00	$780.00	$0.00	$0.00	$0.00	$0.00	$2,510.00
G088	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$2,076.00	$2,076.00	$660.00	$0.00	$0.00	$0.00	$0.00	$2,736.00
G089	113	ASST TB RECORDS MNGR	4	3	$25,021.00	$1,656.00	$1,658.00	$840.00	$0.00	$0.00	$0.00	$0.00	$2,498.00
G090	113	OUTREACH SPECIALIST I	4	1	$23,385.00	$526.00	$526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$526.00
G092	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$1,856.00	$1,856.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,856.00
G093	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$1,880.00	$1,880.00	$540.00	$0.00	$0.00	$0.00	$0.00	$2,420.00
0094	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
G095	113	COMMUNITY SERVICE AIDE	6	0	$25,912.00	$674.00	$674.00	$0.00	$0.00	$0.00	$0.00	$0.00	$674.00
G096	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$757.00	$757.00	$420.00	$0.00	$0.00	$0.00	$0.00	$1,177.00
G098	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$0.00
G100	113	HEALTH TECHNICIAN	7	1	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G102	113	PUBLIC HEALTH SPECIALIST	9	1	$34,360.00	$0.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$0.00
G103	113	HEALTH TECHNICIAN	7	2	$30,489.00	$0.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-441-00-340-003-0

AI - 34193

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G104	113	PUBLIC HEALTH PREP COORD	16	1	$58,888.00	$0.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
G105	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$0.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
0110	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,888.00
0111	113	REGISTERED NURSE II	12	5	$49,344.00	$49,344.00	$49,344.00	$720.00	$0.00	$0.00	$0.00	$0.00	$50,064.00
0112	113	MEDICAL TECHNICIAN I	5	2	$26,140.00	$26,140.00	$26,143.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,143.00
0113	113	MEDICAL TECHNICIAN I	5	2	$26,140.00	$26,140.00	$26,143.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,623.00
0115	113	EPIDEMIOLOGIST I	15	2	$56,434.00	$56,434.00	$56,434.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56,434.00
A120	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$0.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$0.00
0121	113	ADVANCED CLINICAL PRACTITIONER	21	3	$92,582.00	$92,582.00	$92,582.00	$0.00	$0.00	$0.00	$0.00	$0.00	$92,582.00
A122	113	TB PROGRAM MANAGER	18	1	$68,687.00	$0.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
A123	113	TX VCCNS MANAGER	11	1	$40,078.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
A124	113	OUTREACH SPECIALIST II	6	3	$29,186.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
0125	113	REGISTERED NURSE V	17	1	$63,599.00	$61,828.00	$61,828.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,828.00
A126	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$0.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
A127	113	CLERK III	5	1	$25,256.00	$0.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$0.00
A128	113	STRATEGIC NATIONAL STOCKPILE COORDINATOR	11	1	$40,078.00	$0.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
G129	**113**	**CREATE POSITION (AGENDA ITEM NO. 33922) ↓ CLERK II**	**3**	**1**	**$21,653.00**	**$3,464.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
G130	**113**	**CREATE POSITION (AGENDA ITEM NO. 33911) ↓ CLERK II**	**3**	**1**	**$21,653.00**	**$4,331.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$4,020,131.00	$2,895,815.00	$2,874,517.00	$47,460.00	$0.00	$0.00	$0.00	$0.00	$2,914,597.00

Approval of salary schedules and personnel actions pending CC approval.

AI-34001 **Health & Human Services Dept. 12. C.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Discussion and approval of Interlocal Agreement for Anchor Services Reimbursement.

2. Discussion and approval of Regional Healthcare Partnership Plan for Region 5.

BACKGROUND

On December 12, 2011, the Centers for Medicare and Medicaid Services approved the State of Texas' request for a new Medicaid waiver demonstration entitled "Texas Healthcare Transformation and Quality Improvement Program" accordance with section 1115 of the Social Security Act.

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 11:10 AM
Manuel Chapa	Manuel Chapa	09/06/2012 03:42 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Dairen Sarmiento Started On: 08/31/2012 10:31 AM

Final Approval Date: 09/14/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT
FOR ANCHOR SERVICES REIMBURSEMENT

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation among local governmental bodies, HIDALGO COUNTY, TEXAS (hereinafter referred to as HIDALGO COUNTY) CAMERON COUNTY, TEXAS (hereinafter referred to as CAMERON COUNTY), WILLACY COUNTY HOSPITAL DISTRICT (hereinafter referred to as WILLACY COUNTY) and STARR COUNTY HOSPITAL DISTRICT (hereinafter referred to as STARR COUNTY), in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, this contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make those payments from current revenues legally available to that party; and

WHEREAS, on December 12, 2011, the Centers for Medicare and Medicaid Services approved the State of Texas' request for a new Medicaid waiver demonstration entitled "Texas Healthcare Transformation and Quality Improvement Program" (Project # 11-W-00278/6) in accordance with section 1115 of the Social Security Act; and

WHEREAS, the Waiver, approved through September 30, 2016, authorizes Texas to establish a uncompensated care pool and Delivery System Reform Incentive Payment (DSRIP) program. The uncompensated care pool pays hospitals based on uncompensated care costs reimbursable and additional uncompensated care costs not currently being reimbursed such as costs for clinics and pharmacies. Initiatives allowed under the DSRIP program are designed to provide incentive payments to hospitals and other providers for investments in delivery system reforms that increase access to health care, improve the quality of care, and enhance the health of patients and families they serve; and

WHEREAS, the program of activity funded by the Waiver is based on Regional Healthcare partnerships (RHPs), each of which have geographic boundaries and will be coordinated by a public hospital or local governmental entity with the authority to make intergovernmental transfers. The public hospital or local governmental entity shall collaborate with hospitals and other potential providers to develop, in accordance with Planning Protocol, an RHP Plan that will accelerate meaningful delivery system reforms that improve patient care for low- income populations in the Region; and

WHEREAS, the State of Texas has approved 20 Regional Healthcare Partnerships whose members may participate in the Waiver. Among these approved Partnerships is Regional Healthcare

Partnership 5 (“RHP5”), consisting of Hidalgo County, Cameron County, Starr County and Willacy County; and

WHEREAS, HIDALGO COUNTY is the designated Anchoring Entity for RHP 5, and as such, is responsible for coordinating the development and operation of a Regional Health Plan for RHP 5; and

WHEREAS, Cameron County, Starr County and Willacy County intend to be participating members of RHP 5, and to provide their share of funding for that purpose; and

WHEREAS, Cameron County, Starr County and Willacy County find that:

Athe services provided by HIDALGO COUNTY for the purpose of developing and operating a Regional Health Plan for the RHP 5 benefit Cameron County, Starr County and Willacy County and the entire region;
Bthis interlocal agreement is necessary for the benefit of the public; and
Ceach party has the legal authority to perform and to provide the governmental functions provided for herein, and to provide or to contract for the services provided herein; and
Dthe performance of this agreement is in the common interest of all parties;

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

I.

CAMERON COUNTY, STARR COUNTY and WILLACY COUNTY agree to pay the percentage of the costs as shown on Exhibit A attached hereto incurred by HIDALGO COUNTY for the development and operation of a Regional Health Plan for RHP 5, it being expressly understood that the services provided by HIDALGO COUNTY shall benefit all Counties in RHP 5. Such payment will be made by CAMERON COUNTY, STARR COUNTY and WILLACY COUNTY on a timely basis, against invoice by Hidalgo County:

In the event HIDALGO COUNTY receives reimbursement from the Texas Health & Human Services Commission, or other third parties collectively (“Reimbursement”) for any portion of the costs expended in connection with the development or operation of RHP 5, HIDALGO COUNTY will either i) reduce future payments due and owing by the percentages of the Reimbursement shown on Exhibit A attached hereto for each of CAMERON COUNTY, STARR COUNTY and WILLACY COUNTY if all prior payments due and owing by CAMERON COUNTY, STARR COUNTY and WILLACY COUNTY have been made; or ii) refund to CAMERON COUNTY, STARR COUNTY and WILLACY COUNTY their respective percentages as shown on Exhibit A of the amount of the Reimbursement if all prior payments due and owing by CAMERON COUNTY, STARR COUNTY and WILLACY COUNTY have been made. In the event any of CAMERON COUNTY, STARR COUNTY and WILLACY COUNTY have outstanding balances owed hereunder at the time HIDALGO COUNTY receives Reimbursement, then HIDALGO COUNTY shall first apply CAMERON COUNTY, STARR COUNTY and WILLACY COUNTIES percentages as shown on Exhibit A of the amount of the Reimbursement to CAMERON, STARR and WILLACY COUNTIES past due balance, if any,

with any remainder either credited or refunded to CAMERON, STARR and WILLACY COUNTIES on a prorated basis, consistent with the terms and intent of this agreement.

CAMERON COUNTY, STARR COUNTY and WILLACY COUNTY shall cooperate with HIDALGO COUNTY to facilitate the development and operation of RHP 5 for the benefit of all counties hereto in RHP 5.

II.

This agreement shall take effect upon execution by all signatories. In the event TEXAS GOVERNMENT CODE §791.011(f) shall be construed to require annual renewal of the Agreement, the Parties shall be deemed to have elected to renew it on the anniversary date of this agreement unless it is terminated earlier. This agreement shall be in effect from the date of execution until terminated by any party hereto upon thirty (30) days written notice to all other parties.

EXECUTED IN MULTIPLE ORIGINALS and this ___ day of _____, 2012.

HIDALGO COUNTY, TEXAS	**CAMERON COUNTY, TEXAS**
_____	_____
Ramon Garcia, County Judge	Carlos Cascos, County Judge
ATTEST:	ATTEST:
_____	_____
Hidalgo County Clerk	Cameron County Clerk
Date: _____	Date:_____

STARR COUNTY HOSPITAL DISTRICT	**WILLACY COUNTY HOSPITAL DISTRICT**
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date:_____

EXHIBIT A

PERCENTAGES OF REIMBURSEMENT

Hidalgo County	(774, 769 ÷ 1,264,091)	61.32 %
Cameron County	(406, 220 ÷ 1,264,091)	32.13 %
Starr County Hospital District	(60, 968 ÷ 1,264,091)	4.8 %
Willacy County Hospital District	(22,134 ÷ 1,264,091)	1.75 %

AI-34074 **Facilities Management 13. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of credit application with Baker Distributing Company to purchase HVAC Supplies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-671

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

BUDGETARY IMPACT:

Available funds as of 9/7/12 are $2,063.85.

Attachments

CREDIT APP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 04:58 PM
Perla Lopez	Perla Lopez	09/07/2012 09:28 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Olga Garza Started On: 09/05/2012 03:52 PM

Final Approval Date: 09/14/2012

Baker
Distributing Company

Credit Agreement

Credit Department, 14610 Breakers Drive, Suite 100, Jacksonville, FL 32258
(Please print and fill out completely and fax to the Credit Dept. @ (904) 407-4508)

Service Center # 712 P.O. Required Yes (Y/N)

Salesman Requested _____ Salesman # _____ Date _____

Business Name: Hidalgo County Facilities Mgmt County Hidalgo

Street Address: 3100 South Bus 281 City Edinburg ST TX Zip 78535

Mailing Address: P.O. Box 1356 City Edinburg ST TX Zip 78539

Business Operates As: Corporation ___ Partnership ___ Sole Proprietorship ___ Date Estab. _____

Business Telephone: 956 289-7850 Fax 956 318-2648

URL: http:// _____ Email: Alma.Alaniz@co.hidalgo.tx.us

Send Invoices and statements by: Email _____ Mail ✓ Fax _____

Name and Address of President or Principal Owner(s):

Name: _____ Title _____ SS# _____ D/O/B _____

Home Address: _____

City/St./Zip _____ Home Phone ( ) _____

Email: _____ Alternate Phone Number ( ) _____

Name: _____ Title _____ SS# _____ D/O/B _____

Home Address: _____ Home Phone ( ) _____

Email: _____ Alternate Phone Number ( ) _____

Have you ever had business dealings with **Baker Distributing Company** before? NO (Y/N)

If so, when and where? _____

Financial Information: **(Note: Please attach a copy of your current financial statement, if available).**

(Certificate of Resale must be attached or sales tax must be charged). Will you pay sales tax? ___

Credit Experience:

Name, address and telephone numbers of three (3) references:

Name	Address	Account #	Telephone No.
Sherwin Williams	2223 HWY 281	Edinburg, TX	956-383-3101
Grainger	921 E. Pecan	McAllen TX	956-682-6321
Rio Grande Plumbing	1010 E. Pecan	McAllen, TX	956 686-9557

Bank References:

Name of Bank_____ Checking Account #_____

Address:_____ Savings Account #_____

City:_____ ST _____ Zip _____

Name of person with whom you deal_____ Phone No. _____

Credit Line Requested $_____

SALES AGREEMENT

The undersigned in consideration for terms of sale herein and for the extension of credit by **Baker Distributing Company, LLC** hereby agrees that the terms of sale are Net 10th Prox. Payment for materials purchased during the month becomes due on the 10th of the following month, and becomes delinquent on the last day of the month following purchase. A service charge of 1-1/2 % per month (18% per annum) will be added on any past due balance. In the event of default in payment and if the same is placed in the hands of an attorney for collection, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not suit is brought and including fees incurred in any appeals or bankruptcy proceedings. The undersigned does hereby certify that the information contained above is true and correct and further agrees that any changes in ownership or officers or form that the business operates shall be made known to **Baker Distributing Company, LLC.** This notice shall be in writing and mailed to **Baker Distributing Company, LLC** 14610 Breakers Drive, Suite 100, Jacksonville, FL 32258 by Certified US Mail.

The applicant hereby grants permission to Baker Distributing Company to obtain from any sources any information related to its credit standings.

SIGNED_____

SIGNED_____

SIGNED_____

FOR OFFICE USE ONLY

Customer will purchase:

___ Heating and/or A/C Equipment
___ Heating and/or A/C Parts and Supplies
___ Refrigeration Equipment
___ Refrigeration Parts and Supplies

$_____Recommended Credit Limit

Store No. _____ Mgr._____

PERSONAL GUARANTY

To. **Baker Distributing Company**

Please sell and deliver to

Hidalgo County Facilities Mgmt of Edinburg, TX (Hidalgo)

Purchaser (Name and Company) (City, County, State)

Or representatives, on your usual credit terms of sale. Net 10th Prox. Such goods, wares, and merchandise as They or their representatives may order or select, and in consideration thereof I/We hereby fully Guarantee and hold myself/ourselves personally responsible for the payment at maturity of the purchase price of all such goods, wares, and merchandise so sold or delivered, whether evidenced by open account, acceptance Hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the purchaser.

This is intended to be, and shall be construed to be, a continuing Guaranty applying to all sales made by you to the aforesaid, and shall not be revoked by the death of Guarantor(s) but shall remain in full force and effect until I/We or my/our Executors or Administrators shall have given notice in writing to make no further advances on the security of this Guaranty, and until such notice shall have been received by you.

It is understood and agreed that there is no limit to my/our liability under this Guaranty.

Now, should it become necessary to place this Guaranty with an attorney for collection, suit, or other legal action, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not suit be brought and including fees incurred in any appeals or bankruptcy proceedings.

I/We further agree that regardless of place of payment by Principal(s), all suits at law or in equity against Guarantor(s) shall be instituted and maintained in any court of competent jurisdiction.

Execution of this agreement authorizes **Baker Distributing Company** to conduct a credit investigation for the basis of establishing credit.

WITNESS: my/our hand(s) and seal(s) this _____ day of _____ Year _____

Witness

_____

_____

_____

Guarantor(s) Signature without Title

_____

_____

_____

Please check one classification that best describes your company:

Account Code	*Description*
☐ ***AC*** — HVAC Contractor	AOR, Service & Install
☐ ***AR*** — Refrigeration/AC Service Contractors HVAC Wholesaler	HVAC contractor that also services commercial refrigeration
☐ ***CP*** — HVAC Wholesaler	Wholesale competitor
☐ ***CR*** — Commercial Refrigeration	Supermarket and/or Contractor that does supermarket construction, remodels, and maintenance (CRD)
☐ ***FS*** — Food Service Dealer	Food Service Dealer
☐ ***GF*** — Government - Federal	Military, Federal buildings, Gov't organizations, GSA
☑ ***GL*** — Government - State and Local	State and/or Local Municipality
☐ ***HM*** — Hotel/Motel/Casinos	In-house maintenance
☐ ***HP*** — Hospital/Nursing Home	In-house maintenance
☐ ***HW*** — Home Warranty	Company that sells home warranties
☐ ***IN*** — Industrial	Plant and/or Service company that does industrial and/or plant maintenance
☐ ***IS*** — Institution	School Board, College, University and/or other private institution
☐ ***MC*** — Mechanical/Commercial	Large contractor that does commercial jobs - HVAC, plumbing, electrical
☐ ***PL*** — HVAC Contractor	Main business is plumbing
☐ ***RF*** — Refrigeration/Food Service Contractor	Refrigeration contractor that performs service and installs refrigeration and food service equipment
☐ ***RM*** — Real Estate/Property Management	Apartments, multi-family, company that performs service for property management companies
☐ ***TP*** — Theme Parks	Theme Park and/or Resort

01-339 (Back)
(Rev 8-07/8)

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency		
Hidalgo County Tax ID: 74-6000717		
Address (Street & number, P.O. Box or Route number)		Phone (Area code and number)
PO Box 1356		956-289-7850
City, State, ZIP code		
Edinburg Texas 78539		

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Baker Distributing Company

Street address: 14610 Breakers Drive, Suite 100 City, State, ZIP code: 32258
Jacksonville, FL

Description of items to be purchased or on the attached order or invoice:
Goods, Wares, & Merchandise in valve Commerical HVAC

Purchaser claims this exemption for the following reason:
Government

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser	Title	Date
	[signature]	Building Manager	9/14/12

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

AI-34056 **Urban County 14. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Carlos Jasso **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Public Hearing to consider public comments on the County of Hidalgo's Consolidated Annual Performance and Evaluation Report (CAPER) prior to submission to the U.S Department Housing and Urban Development.

BACKGROUND

Citizen Participation requirements dictate that the County hold a public hearing to consider public comments on the contents of its Consolidated Annual Performance and Evaluation Report prior to its submission to HUD.

The Urban County Program published public notice of the reports completion and the fifteen (15)-day public comment period ran from September 3, 2012 through September 17, 2012.

Attachments

CAPER CDBG Expenditures report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2012 11:27 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Olga Lerma Started On: 09/05/2012 12:56 PM

Final Approval Date: 09/14/2012

INTRODUCTION

{tc \l1 "INTRODUCTION }

The Consolidated Annual Performance and Evaluation Report (CAPER) is a comprehensive evaluation of the County's use of Community Development Block Grant (CDBG), HOME and Emergency Shelter Grant (ESG) entitlement funding. The U.S. Department of Housing and Urban Development is the funding entity of these federal programs. The CAPER contains a summary of accomplishments achieved in response to objectives set forth by the County's Three-Year Consolidated Plan and Strategy. For reporting purposes, the CAPER focuses on those activities outlined in the County's 2011-2012 One-Year Action Plan and expenditures realized during that time period.

The CAPER is comprised of three basic elements: 1) current activities in IDIS which include all required financial and performance data used for annual reporting, 2) required narrative discussions on certain HUD identified topics and 3) required IDIS reports. Wherever possible, tables and graphs were used to interpret performance and expenditure data in order to facilitate an ease of understanding. In summary, the County's 2011-2012 CAPER has been prepared in accordance with the performance reporting requirements set forth in 24 CFR Part 91.

INSTITUTIONAL STRUCTURE

The Urban County Program (UCP) is a department within the Hidalgo County governance structure. Hidalgo County, as the grantee, created the UCP in 1988 to serve as the administrative entity for these HUD funds. Funded projects take place in eighteen non-entitlement cities and the four county precincts. Those cities include are: Alamo, Alton, Donna, Edcouch, Elsa, Granjeno, Hidalgo, La Joya, La Villa, Mercedes, Palmhurst, Palmview, Penitas, Progreso, Progreso Lakes, San Juan, Sullivan City and

Weslaco. The cities range in population size from 240 (Progreso Lakes) to 35,670 (Weslaco), with an average size of approximately 7,800.

The principal beneficiaries of programs funded by the UCP are those persons of low and moderate-income means. HUD defines this target group as those persons having an income at or below 80% of the area's median income. This reporting year, 100% of eligible fund expenditures in the CDBG and HOME programs were of direct benefit to this target group.

In terms of minority benefit, Hidalgo County is predisposed to serve minority groups inasmuch that approximately 90% of the population is Hispanic. Given the correlation between minority status and income levels, funded projects overwhelmingly serve low and moderate-income persons that are of Hispanic descent.

The UCP further strives to make the appropriate accommodations for persons with disabilities if notified in advance. Translators and helpers can be made available on an as-needed basis. This accommodation is made known through advertisements notifying the public about upcoming public hearings or meetings. Compliance with the Americans with Disabilities Act is mandatory in all building construction projects funded by the UCP.

SOURCE OF FUNDS

{tc \l2 "SOURCE OF FUNDS}

At the onset of the program year, the County utilized an operating budget of $7,639,061.00 for the CDBG Program, $2,621,620 for the HOME Program and $370,298 for the ESG Program to implement the 2010-2011 Program Year. In addition to the entitlement funding received from HUD, the County continued to utilize grant funding from the State to address the living standards in *colonias* and $2,265,128 for the CDBG-R Program and $3,463,905 for the Homeless Prevention and Rapid Rehousing Program and $4,583,981 for the Neighborhood Stabilization Program.

GEOGRAPHIC DISTRIBUTION

Expenditures realized were directed under projects that primarily benefit the County's low and moderate-income population. Specific projects undertaken were located in and around the original townsites of participating cities or in the outlying rural areas of the County. These census tracts contain the highest concentration of low and moderate-income persons.

NARRATIVES

A. Assessment of One-Year Goals & Objectives

All activities undertaken this Program Year addressed certain objectives set forth by the County's Five-Year Consolidated Plan & Strategy (CPS). The County is pleased to report that 100% of activities funded this year were designated as high priorities. This reporting period, the County expended $8,525,587.28 in CDBG funds. This figure

translates to an expenditure ratio of 1.31, well below the 1.5 minimum standard required by HUD.

CDBG EXPENDITURES BY PRIORITY DESIGNATION		
Parks, Recreational Facilities 03F	HIGH	$ 1,185,326.29
Water, Sewer Improvements 03J	HIGH	1,154,521.73
Housing Rehabilitation 14A	HIGH	134,611.60
Street Improvements 03K	HIGH	3,391,655.97
Fire Stations/Equipment 03O	HIGH	274,968.43
Public Services 05	HIGH	943,884.78
- Senior Service 05A	HIGH	
- Youth Services 05D	HIGH	
- Transportation Services 05#	HIGH	
- Battered and Abused Spouses 05G	HIGH	
- Health Services 05M	HIGH	
- Abused and Neglected Children 05N	HIGH	
General Program Administration 21A	HIGH	1,169,781.03
Public Facilities 03 General	HIGH	6,860.62
Neighborhood Facilities 03E	HIGH	177,076.67
Flood and Drainage Facilties 03I	HIGH	23,150.16
Planning	HIGH	63,750.00
	TOTAL	$ 8,525,587.28

HOME

Under the HOME Program, the County realized expenditures of $2,640,414.43. This figure can be broken down as follows:

HOME INVESTMENT PARTNERSHIP PROGRAM		
Activity Type	**Expenditure $**	**Benefit**
Community Housing Development Organizations	579,321.30	24 new housing units created
Down Payment Assistance	258,082.40	36 families assisted with homeownership
Owner-Occupied Rehabilitation	1,481,325.35	42 families assisted
General Administration	321,685.38	
TOTAL HOME INVESTMENT	**$ 2,640,414.43**	

The County designated affordable housing and the related housing services as high priorities. Therefore, expenditures here coincide with the strategy outlined in the CPS.

Emergency Shelter Grant

Expenditures under the ESG Program totaled $423,129.77. A total of $18,514.00 was expended for administration, while service providers implementing the program utilized $404,615.77. The Homeless Prevention, Maintenance & Operations and Essential Service activies were matched with private funds in the amount of $404,615.77 and $18,514.00 via Community Development Block Program. Below is a breakdown by entity and activity of ESG expenditures during the reporting period:

EMERGENCY SHELTER GRANT PROGRAM		
Salvation Army		
Activity Type	**Expenditure$**	**Benefit (2 years)**
Maintenance & Operations	1,409.40	
Essential Services	21,239.81	
American Red Cross		
Activity Type	**Expenditure$**	**Benefit**
Maintenance & Operations	54,893.94	
Mujeres Unidas		
Activity Type	**Expenditure$**	**Benefit (2 years)**
Maintenance & Operations	129,334.56	
Essential Services	47,858.71	Overlap Count From M&O
ARCH		
Essential Services	33,814.42	Overlap Count From HP
Homeless Prevention	40,141.77	
Catholic Charities		
Essential Services	34,731.72	Not yet complete
Homeless Prevention	41,191.44	Not yet complete
General Administration		
General Administration	**Expenditure$**	**Benefit**
	18,514.00	
TOTAL EXPENSES	**$423,129.77**	

HPRP REPORT
7/1/2011 THRU 6/30/2012

	Homeless Prevention		Rapid ReHousing		TOTAL	
	Persons	Households	Persons	Households	PERSONS	HOUSEHOLDS
ARCH	112	41	157	54	262	93
Catholic Charities	1000	317	232	78	1226	394
Salvation Army	10	2	5	2	15	4
VIDA	127	45	20	9	144	53
LEGAL AID	233	61				
EDINBURG	227	81				
MCALLEN	273	94				
MISSION	141	44	42	13	177	55
URBAN COUNTY						
Total served	2123	685	456	156	1824	599

EXPENDITURE			
Homeless Prevention	Rapid Re-Housing	Administration	total
$223,159.96	$243,195.10	$0.00	$466,355.06
$352,462.86	$84,694.51	$905.21	$438,062.58
$11,661.12	$0.00	$1,519.04	$13,180.16
$122,052.96	$25,142.26	$2,419.56	$149,614.78
$81,367.36	$0.00	$4,357.64	$85,725.00
$182,007.79	$0.00	$0.00	$182,007.79
$111,974.32		$0.00	$111,974.32
$128,576.26	$45,005.89		$173,582.15
		$33,026.28	$33,026.28
$1,213,262.63	**$398,037.76**	**$42,227.73**	**$1,653,528.12**

AI-34058 **Urban County 14. B.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Michelle Mendoza **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contract with the following family:

APPLICANT	*FUNDING YEAR*	*GRANT AMOUNT*	*LENDER*	*LEGAL DESCRIPTION*
Sue Ellen Lugo & Juan Manuel Rodriguez	FY 2011	$7,500	AHSTI	LOT 30 Donna Meadows Subdivision Phase II Donna TX

All loan closing documents have been reviewed and approved by County legal counsel. Please note that the closing date has not been issued and will be added to the documents once the final approval and closing cost assistance is received by closing agent.

Attachments

Homebuyer Assistance Program

Homebuyer Assistance Program Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 03:57 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Olga Lerma Started On: 09/05/2012 01:06 PM

Final Approval Date: 09/14/2012

Michelle Mendoza

From: Steve Crain [scrain@atlashall.com]
Sent: Thursday, August 30, 2012 1:38 PM
To: 'Michelle Mendoza'
Subject: Sue Lugo documents

Ms. Mendoza: We have reviewed the loan documents your office provided. The documents when properly completed, executed, notarized and filed will grant, assuming no changes occur to the title commitment dated April 20, 2012 (which should be down dated to the date of closing to verify no changes have occurred) the County a second lien in the amount of $ 7500.00.

DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated _____, together with all Riders to this document.

(B) "Borrower" is SUE ELLEN LUGO and husband, JUAN MANUEL RODRIGUEZ. Borrower is the grantor under this Security Instrument.

(C) "Lender" is AFFORDABLE HOMES OF SOUTH TEXAS, INC. Lender is a non-profit organized and existing under the laws of Texas. Lender's address is 1420 Erie Avenue, Hidalgo County, Texas 78501. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is PAUL GABRIEL. Trustee's address is 1420 Erie Avenue, McAllen, Hidalgo County, Texas 78501.

(E) "Note" means the promissory note signed by Borrower and dated _____. The Note states that Borrower owes Lender SIXTY-NINE THOUSAND FOUR HUNDRED FORTY-TWO AND NO/100THS DOLLARS ($69,442.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2042.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]_____
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing

regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located: Lot 30, DONNA MEADOWS II, an Addition to the City of Donna, Hidalgo County, Texas, according to map thereof recorded in the Office of the County Clerk of Hidalgo County, Texas, on August 26, 2009, under Clerk's File No. 2028586, which currently has the address of 807 S. 28th Street, Donna, Hidalgo County, Texas 78537.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if

any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security

Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

Borrower must occupy the home as the primary residence. Borrower shall not lease the premises and/or failure to occupy the home, for any reason, will constitute fraud. If Borrower leases the premises located on the property or fails to occupy the same as their primary residence or transfers any part of the property without Lender's prior written consent, Lender may declare the debt secured by the deed of trust to be executed by Borrower immediately payable. In that event Lender will notify Borrower that the debt is payable; if it is not paid within thirty (30) days after notice to Borrower, Lender may without further notice or demand to Borrower invoke any remedies in the Deed of Trust including foreclosure on the property. Exceptions to this provision for declaring the note due on sale or transfer, lease or failure to occupy are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) a transfer from one spouse to the other (e) temporary periods of occupancy at another residence or failure to occupy the residence not to exceed sixty (60) days without written consent from Lender, (f) temporary rental of the residence for a period greater than thirty (30) days without the written consent from Lender.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste
on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or

repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage

Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third

persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents,

materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale.

If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

25. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

26. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

27. Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:

☒ **Purchase Money.**

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

• **Owelty of Partition.**

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

• **Renewal and Extension of Liens Against Homestead Property.**

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

• **Acknowledgment of Cash Advanced Against Non-Homestead Property.**

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

SUE ELLEN LUGO

JUAN MANUEL RODRIGUEZ

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of August, 2012, by SUE ELLEN LUGO and JUAN MANUEL RODRIGUEZ.

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
PAUL GABRIEL
1420 Erie Avenue
McAllen, Texas 78501

AFTER RECORDING RETURN TO:
AFFORDABLE HOMES OF SOUTH TEXAS, INC.
1420 Erie Avenue
McAllen, Hidalgo County, Texas 78501

NOTE

Donna, Texas 78537

Date | City, State, Zip Code

807 S. 28th Street, Donna, Texas 78537
Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay SIXTY-NINE THOUSAND FOUR HUNDRED FORTY-TWO AND NO/100THS DOLLARS ($69,442.00) (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is AFFORDABLE HOMES OF SOUTH TEXAS, INC., a Texas non-profit corporation . I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.00% per cent.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on or before the 1st day of every month, beginning on the 1st day of October, 2012. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2042 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 1420 Erie Avenue, McAllen, Hidalgo County, Texas 78501or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of TWO HUNDRED NINETY-TWO AND 77/100THS DOLLARS ($292.77).

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10th calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

> If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.
>
> If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

SUE ELLEN LUGO

JUAN MANUEL RODRIGUEZ

SCHEDULE A

GF No. or File No.: 3145564

Effective Date of Commitment: April 20, 2012 at 8:00 a.m.

Closer: Matthew Wilson (956) 682-8321

Issued: April 27, 2012 at 8:00 a.m.

1. The policy or policies to be issued are:

a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1))
Policy Amount:
PROPOSED INSURED:
(Not applicable for improved one-to-four family residential real estate

b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
--ONE-TO-FOUR FAMILY RESIDENCES (Form T-1 R)
Policy Amount:
PROPOSED INSURED: SUE ELLEN LUGO and JUAN MANUEL RODRIGUEZ

c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower: SUE ELLEN LUGO and JUAN MANUEL RODRIGUEZ

d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

f. OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

AFFORDABLE HOMES OF SOUTH TEXAS, INC., a Texas non-profit corporation

4. Legal description of land:

Lot 30, **DONNA MEADOWS II,** an Addition to the City of Donna, Hidalgo County, Texas, according to map thereof recorded in the Office of the County Clerk of Hidalgo County, Texas, on August 26, 2009, under Clerk's File No. 2028586.

GF No. 3145564

SCHEDULE B
EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on April 21, 2010, under Clerk's File No. 2095733 and as shown on plat filed for record in the Office of the County Clerk of Hidalgo County, Texas on August 26, 2009, under Clerk's File No. 2028586, Map Records of Hidalgo County, Texas, but omitting any covenant condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2012 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2012 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee (T-2) Policy only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance. (T-2R)

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. Rights of Parties in Possession (OWNER'S POLICY ONLY)
b. Agreement dated June 26, 2009 between AEP Texas Central Company and Affordable Homes of South Texas, Inc., filed for record in the Office of the County Clerk of Hidalgo County, Texas, on July 16, 2009, under Clerk's File No. 2017210.

c. A seven and one-half foot (7.5') Utility Easement along the rear of subject property as shown on plat filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 26, 2009, under Clerk's File No. 2028586.

d. Easements, rights, rules, and regulations in favor of Donna Irrigation District No. 1.

e. Easements, or claims of easements, which are not of public record.

f. A twenty five foot (25') Minimum Setback Line along the front of said property as shown on plat filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 26, 2009, under Clerk's File No. 2028586.

g. A fifteen foot (15') Minimum Setback Line along the rear of said property as shown on plat filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 26, 2009, under Clerk's File No. 2028586.

h. A five foot (5') Minimum Setback Line along the interior sides of said property as shown on plat filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 26, 2009, under Clerk's File No. 2028586.

i. A ten foot (10') Minimum Setback Line along the exterior sides of said property as shown on plat filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 26, 2009, under Clerk's File No. 2028586.

j. An eighteen foot (18') Minimum Garage Door Setback as shown on plat filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 26, 2009, under Clerk's File No. 2028586.

k. Memorandum of Seismic Permit and Lease Option Agreement dated January 27, 1999, from Sara M. Stuart to Palo Blanco Oil and Gas Company filed for record in the Office of the County Clerk of Hidalgo County, Texas, on January 27, 1999, under Clerk's File No. 841034. Title to said Lease not checked subsequent to date of aforesaid instrument.

l. An undivided 1/2 interest in all oil, gas and other minerals reserved in Deed dated March 20, 1958, recorded in Volume 913, Page 387, Deed Records of Hidalgo County, Texas.

m. All oil, gas and other minerals, in, under or that may be produced from the subject property are excepted in instrument dated August 20, 2003, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on September 9, 2003, under Clerk's File No. 1241270.

n. Liens for assessments as set out in Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on April 21, 2010 under Clerk's File No. 2095733.

o. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to $ _____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.
(OWNER POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).

p. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of Hidalgo

County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.
(LOAN POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

q. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

GF No. 3145564

SCHEDULE C

Your Policy will not cover loss, costs, attorneys fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   - all standby fees, taxes, assessments and charges against the property have been paid,
   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
   - there is legal right of access to and from the land,
   - (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Article (9.39 A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account.

6. Federal Tax Lien dated July 14, 2005, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on July 28, 2005, under Clerk's File No. 1502364, against **Juan M. Rodriguez** in the amount of $6,783.16, plus any other amount due at time paid. (possibly against proposed Buyer)

7. REQUIRE payment of all current and previous years' assessments and/or maintenance fees (due pursuant to the Homeowners' Association) and receipts/certificates indicating that same have been paid.

8. With respect to Affordable Homes of South Texas, Inc., a Texas non-profit corporation, the Title Company will require:

   a) Satisfactory evidence that the Certificate of Incorporation or a Certificate of Authority to Transact Business, if a foreign corporation, is on file with the office of the Secretary of State;

   b) Satisfactory evidence from the office of the Comptroller of Public Accounts that the corporation is in good standing with the state (i.e. a Certificate of Good Standing);

   c) A copy of the Articles of Incorporation, and any amendments thereto;

   d) A copy of the By-Laws for the corporation; and,

e) An appropriate Corporation Resolution from the board of directors, authorizing the party(ies) to act on behalf of the corporation.

9. Company reserves the right to revise any proposed insuring provision herein upon its review of additional documentation or information, including, but not limited to, a qualifying survey.

10. Beginning January 1, 2004 (as modified January 2007), all deeds, mortgages, and deeds of trust must include the following Notice on the front of the documents: NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

11. In accordance with Procedural Rule P.30 (Guaranty Assessment Recoupment Charge), a fee of $2.00 for each Policy issued must be collected and disclosed on the closing/settlement statement. This fee must be sent to this Title company at time of closing.

12. REQUIRE payment of 2011 and previous years' taxes against the herein property, if any due, and REQUIRE tax certificates indicating that same have been paid.

13. NOTICE TO BUYER:
14. This property is being purchased by a contract referred to as a TREC contract. Pursuant to Section 6b of said contract, Seller is to deliver to Buyer this Commitment of Title Insurance, and, at Buyer's expense, copies of documents listed as exceptions in this Title Commitment. If Buyer wishes delivery of such documents, Buyer must supply the Title Company with a written request for such documents. Upon receipt of such written request, the Title Company will prepare an estimate of such cost, and upon payment of said cost, will deliver such documents.

15. The Earnest Money Contract you entered into to purchase the land, may provide that the standard title policy contains an exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements, and that Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area," thereby giving you coverage for those matters. The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping improvements if you pay additional premium for the coverage. Your Owner Policy of Title Insurance will contain this coverage and you will be charged the additional premium unless on or before the date of closing you advise the company in writing that you reject this coverage.

FORM: Commitment for Title Insurance (T-7)

Form Prescribed by Texas Department of Insurance (02-01-10)

GF Number: 3145564

SCHEDULE D

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

UNDERWRITER: First American Title Insurance Company, a California Corporation.

A-1. Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

Directors:
Dennis J. Gilmore, Mark J. Harmsworth, Parker S. Kennedy, Jeffrey S. Robinson and Timothy V. Kemp
Officers:
President: Dennis J. Gilmore; Executive Vice President, Chief Financial Officer: Mark J. Harmsworth; Vice President, Secretary: Timothy V. Kemp; and Executive Vice President, Business Director: John M. Hollenbeck.

As to Sierra Title of Hidalgo County, Inc. (Title Insurance Agent), the following disclosures are made:

B-1. If Agent is a corporation, the shareholders owning or controlling, directly or indirectly 1% or more of the shares of Agent as of the last day of the year preceding the date hereinabove set forth are as follows (or owning or controlling 10% or more of an entity that owns 1% or more of the Agent): James M. Moffitt, John Robert King, Elizabeth King, W. D. Moschel, Richard L. Moore, Sadie Friedrichs, Ray Toland.

B-2. Individuals, firms, partnerships, associations, corporations, trusts or other entities owning 10% or more of those entities referred to in item no. B-1 hereinabove as of the last day of the year preceding the date hereinabove set forth are as follows:

B-3. If Undersigned Agent is a corporation, the following is a list of the members of the Board of Directors, as of the last day of the year preceding the date hereinabove set forth: James M. Moffitt, Richard L. Moore, W. D. Moschel, John Robert King.

B-4. If the Agent is a corporation, the names of any directors, president, executive or senior vice president, secretary and treasurer if any of the Title Insurance Agent are as follows:

John Robert King	Chief Executive Officer	Marielsa Pulido	Vice President, Operations
Elizabeth Anné King	Chief Operations Officer	Matthew T. Wilson	Vice President, Escrow
W.D. Moschel	Vice President	Richard L. Moore	Secretary / Treasurer
Peter Murphy	Vice President, Examination	James M. Moffitt	Chairman of the Board

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated* title premium is:

Owner's Policy	_____
Loan Policy	_____
Endorsement Charges	_____
Other	
Total	**$ .00**

Of this total amount $ _____ or 15 % (complete one only) will be paid to First American Title Insurance Company; $ _____ or ____% (complete one only) will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

Amount		Paid to	Services
$ _____ or	% (complete only one)	_____	_____
$ _____ or _____	% (complete only one)	_____	_____
$ _____ or	% (complete only one)	_____	_____

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

GF No. 3145564

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

I request deletion of the Arbitration provision.

SIGNATURE: _____ DATE: _____

FT (6/2001)
File No. 3145564

First American Title Insurance Company
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **First American Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

REAL ESTATE LIEN NOTE

HOMEBUYER ASSISTANCE PROGRAM

DATE: _____ ***(HUD # ___)***

GRANTOR: **Sue Ellen Lugo & Juan Manuel Rodriguez**

GRANTOR'S MAILING ADDRESS: **807 S 28th Street Donna TX**

PAYEE:	County of Hidalgo, State of Texas, a political subdivision
PAYEE'S MAILING ADDRESS:	Urban County Program Homebuyer Assistance Program 1916 Tesoro Blvd. Pharr, TX 78577
COUNTY OF EXECUTION:	Hidalgo County, Texas
PLACE FOR PAYMENT:	Urban County Program Homebuyer Assistance Program 1916 Tesoro Blvd. Pharr, TX 78577
PRINCIPAL AMOUNT:	$ 7,500.00

USE OF PROCEEDS:

Closing costs and/or a portion of the down payment to purchase the **Property** according to a Homeowner Assistance Program Contract ("**Homeowner Contract**") dated _____ executed by **Payee** and **Maker**.

ANNUAL INTEREST RATE ON UNPAID PRINCIPAL FROM DATE:

None, unless: (i) **Maker** sells the **Property**; or (ii) **Maker** fails to continuously use the residence located on the **Property** as **Maker's** principal residence; or (iii) **Maker** fails to honor any of its other obligations to **Payee** under the **Homeowner Contract** or this note; in which event interest on and after that date shall be six percent (6%) per annum as provided in the **Homeowner Contract**

ANNUAL INTEREST RATE ON MATURED, UNPAID AMOUNTS:

Six Percent (6%) per annum

SECURITY FOR PAYMENT:

A second deed of trust lien granted by **Maker** in favor of **Payee** in a Second Lien Deed of Trust ("**Deed of Trust**") of even date herewith on the **Property**

PROPERTY: LOT 30 DONNA MEADOWS SUBDIVISION PHASE II, DONNA TEXAS

OTHER LIENS:

The indebtedness evidenced by this note is subordinate to the indebtedness evidenced by a note dated (Date of closing), in the original principal sum of $ 69,442.00, executed by Maker and payable to Affordable Homes of South Texas, Inc., which First Lien Debt is also secured by a deed of trust lien on the Property

TERM OF PAYMENTS:

The terms of payment shall be in accordance with that Real Estate Lien Note entered in between the County of Hidalgo and Sue Ellen Lugo & Juan Manuel Rodriguez (maker) dated_____. Owner understands and agrees that if Owner sells the Property, as provided in this paragraph, within the period of affordability, five (5) years following the beginning date used in the Loan Documents

(A).

Accordingly, in the event of a voluntary or involuntary transfer of the property during the applicable period of affordability, the County will recapture all or a portion of the direct subsidy provided to the homebuyer.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

(B). If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

Penalties for Non-Compliance

In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyert Assistance Program Contract then the entire face value of the loan is immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to

compliance the entire face value of the loan will be due and payable and will incur a four percent (6%) interest per annum.

Events of Default:

Maker shall be in default ("**Event of Default**") under the terms of this Real Estate Lien Note if any one or more of the following occurs:

1. **Maker** fails to keep any promise contained in: (i) the Homeowner Contract; or (ii) the First Lien Debt;

2. **Maker** fails to make one or more payments on this note or the First Lien Debt on time or in the amount due;

3. **Maker** fails to keep any promise contained in this note and/or fails to keep any promise contained in any agreement which secures the repayment of this note, including the Deed of Trust and/or the First Lien Debt deed of trust; or

4. **Maker** makes any written statement or provides any financial information that is untrue or inaccurate at the time it was made or provided.

Acceleration of Payment:

The repayment of the **Principal Amount** may, at **Payee's** option, be accelerated if any of the following occur:

1. **Maker** fails to continuously use the residence located on the **Property** as **Maker's** principal residence; or

2. Except to the extent permitted in this note or the **Homeowner Contract**, the voluntary transfer of beneficial ownership of all or part of the **Property**, whether by deed, contract for deed, or otherwise; or

3. Except as provided in the **Deed of Trust** or the **Homeowner Contract**, the existence of any voluntary or involuntary lien, encumbrance or charge against the **Property**, or any part thereof, which is superior to the **Payee's** liens, except for the lien for non-delinquent ad valorem taxes and the **First Lien Debt**; or

4. An **Event of Default** exists.

Additional Terms:

Maker also agrees to the following additional terms and conditions:

1. This note incorporates and is subject to the **Homeowner Contract** and the **Deed of Trust**.

2. **Maker** promises to pay to the order of **Payee** at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

3. If **Maker** defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to it, and the default continues

after **Payee** gives **Maker** notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then **Payee** may declare the unpaid principal balance and earned interest on this note immediately due and/or repayable in installments as provided in the **Homeowner Contract**. **Maker** and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of default, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

4. **Maker** may at any time make full or partial prepayments on the principal without paying any penalty, in addition to making regularly scheduled payments. Unless **Payee** agrees otherwise in writing, partial prepayments will not alter the dates or amounts of regularly scheduled payments. **Payee** may require that any partial prepayments be in the same amount as regularly scheduled payments.

5. If this note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then **Maker** shall pay **Payee** all costs of collection and enforcement, including court costs and reasonable attorney's fees paid to an attorney who is not an employee of **Payee**, in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

6. Interest on the debt evidenced by this note shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

7. Each **Maker** is responsible for all obligations represented by this note.

8. When the context requires, singular nouns and pronouns include the plural.

NOTICE TO MAKER:

THIS PROMISSORY NOTE IS SUBJECT TO THE AFFORDABILITY PROVISIONS OF 24 CODE OF FEDERAL REGULATIONS, SECTION 92.254, & THE HOME INVESTMENT PARTNERSHIP PROGRAM OF THE COUNTY OF HIDALGO ADOPTED UNDER SAID 24 CFR Part 92.

SINCE THESE REGULATIONS PLACE SOME LIMITATIONS ON THE MAKERS' FREEDOM OF SALE FOR A PERIOD OF FIVE(5) YEARS IN RELATION TO THE PROPERTY TO BE SECURED BY THE LOAN, MAKERS HAVE BEEN INFORMED THAT THEY SHOULD OBTAIN LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

_____ _____

Signature Signature

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____day of 20__ by _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

(ACKNOWLEDGMENT)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of 20__ by _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Urban County Program
Homebuyer Assistance Program
1916 Tesoro Blvd
Pharr, Tx. 78577

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SECOND LIEN
DEED OF TRUST
HOMEBUYER ASSISTANCE PROGRAM

DATE: _____ ***(HUD #: ____)***

GRANTOR: **Sue Ellen Lugo & Juan Manuel Rodriguez**

GRANTOR'S MAILING ADDRESS: **807 S 28th Street Donna TX**

TRUSTEE: Diana R. Serna, Director

TRUSTEE'S MAILING ADDRESS:

Urban County Program
Homebuyer Assistance Program
1916 Tesoro Blvd.
Pharr, TX 78577

BENEFICIARY: County of Hidalgo, State of Texas, a political subdivision

BENEFICIARY'S MAILING ADDRESS (including county):

Urban County Program
Homebuyer Assistance Program
1916 Tesoro Blvd.
Pharr, Tx. 78577

NOTE:

DATE: **(DATE OF CLOSING)**

AMOUNT: **$7,500**

GRANTOR: **Sue Ellen Lugo & Juan Manuel Rodriguez**

PAYEE: County of Hidalgo, State of Texas

FINAL MATURITY DATE: **(FIVE YRS FROM DATE OF CLOSING)**

PROPERTY (including any improvements):

TERM OF PAYMENTS:

The terms of payment shall be in accordance with that Real Estate Lien Note entered in between the County of Hidalgo and **Sue Ellen Lugo & Juan Manuel Rodriguez** (maker) dated_____. Owner understands and agrees that if Owner sells the Property, as provided in this paragraph, within the period of affordability, five (5) years following the beginning date used in the Loan Documents

(A).

Accordingly, in the event of a voluntary or involuntary transfer of the property during the applicable period of affordability, the County will recapture all or a portion of the direct subsidy provided to the homebuyer.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

(B). If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

Penalties for Non-Compliance

In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyert Assistance Program Contract then the entire face value of the loan is immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the loan will be due and payable and will incur a **six** percent (6%) interest per annum.

DESCRIPTION OF PROPERTY:

LEGAL DESCRIPTION

PRIOR LIEN(S):

The indebtedness evidenced by the **Note** and this deed of trust is subordinate to the indebtedness evidenced by a note dated ***(DATE OF CLOSING)***, in the original principal sum of $ 69,442.00 executed by **Grantor** and payable to Affordable Homes of South Texas, Inc.("First Lien Debt"), which First Lien Debt is also secured by a deed of trust lien on the Property.

Grantor and Beneficiary acknowledge and agree that this Second Lien Deed of Trust is subject and subordinate in all respects to the liens, covenants and conditions of the First Lien Debt and to all advances heretofore made or which may hereafter be made pursuant to the First Lien Debt including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Lien Debt, curing defaults by Grantor under the First Lien Debt or for any other purpose expressly permitted by the First Lien Debt or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Lien Debt are paramount and controlling, and they supercede any other terms and provisions in conflict therewith. In the event of a foreclosure of the First Lien Debt, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Grantor's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including successors and assigns (other than the Grantor or a related entity of the Grantor), receiving title to the Property through a foreclosure of the First Lien Debt shall receive title to the Property free and clear from any such restrictions.

In the event Beneficiary commences foreclosure proceedings on the Property under this Second Lien Deed

of Trust, Beneficiary, in addition to providing Grantor notices at the time(s) and in the manner provided in Section 51.002, Texas Property Code, will also provide a copy of such notice(s) to the holder of the First Lien Debt at the same time such notice(s) are provided to Grantor as provided in Section 51.002, Texas Property Code; however, the holder of the First Lien Debt shall have no claim or cause of action against Beneficiary in the event Beneficiary fails to give any such notice to the holder of the First Lien Debt so long as such failure is not due to willful disregard on the part of Beneficiary, or if such notice(s) are given by Beneficiary to the holder of the First Lien Debt in the manner provided by Section 51.002, Texas Property Code, but such notice(s) are not received by the holder of the First Lien Debt. For purposes of giving any notices to the holder of the First Lien Debt as provided in this paragraph, such holder's address is as follows:

Affordable Homes of South Texas, Inc
1420 Erie Ave
McAllen TX 78501

If no address has been inserted in the space immediately above, Beneficiary has no obligation to provide such notices to the holder of the First Lien Debt until such time as beneficiary receives written notice of such holder's address, by certified mail, return receipt requested, addressed to Beneficiary, in care of Trustee, at Beneficiary's Mailing Address shown herein.

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:
(See Exhibit "A" attached hereto

For value received and to secure payment of the **Note**, **Grantor** conveys the **Property** to **Trustee** in trust. **Grantor** warrants and agrees to defend title to the **Property**. If **Grantor** performs all the covenants and pays the **Note** according to its terms, this deed of trust shall have no further effect, and **Beneficiary** shall release it at **Grantor's** expense.

GRANTOR'S OBLIGATIONS

Grantor agrees to:

1. keep the **Property** in good repair and condition;

2. pay all taxes and assessments on the **Property** when due;

3. preserve the lien's priority as it is established in this deed of trust;

4. maintain the **Property** in such a manner as to cause it to comply with Grantor's agreements in a First Time Homeowner Program Contract (**"Homeowner Contract"**) between **Grantor** and **Beneficiary**;

5. maintain, in a form acceptable to **Beneficiary**, an insurance policy that:

    a. Covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless **Beneficiary** approves a smaller amount in writing;

    b. contains an 80% coinsurance clause;

    c. provides fire and extended coverage, including windstorm coverage;

    d. protects **Beneficiary** with a standard mortgage clause;

    e. provides flood insurance at any time the **Property** is in a flood hazard area; and

    f. contains such other coverage as **Beneficiary** may reasonably require;

6. comply at all times with the requirements of the 80% coinsurance clause;

7. deliver the insurance policy to **Beneficiary** and deliver renewals to **Beneficiary** at least ten days before expiration;

8. keep any buildings occupies as required by the insurance policy;

9. comply with its obligations under the **Homeowner Contract**; and

10. if this is not a first lien, pay all prior lien **notes** that **Grantor** is personally liable to pay and abide by all prior lien instruments, including the **First Lien Debt.**

BENEFICIARY'S RIGHTS

1. **Beneficiary** may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of **Trustee**.

2. If the proceeds of the **Note** are used to pay any debt secured by prior liens, **Beneficiary** is subrogated to all of the rights and liens of the holders of any debt so paid.

3. **Beneficiary** may apply any proceeds received under the insurance policy either to reduce the **Note** or to repair or replace damaged or destroyed improvements covered by the policy.

4. Notwithstanding the above, the Beneficiary's right to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the senior lien holder to collect and apply such proceeds in accordance with the First Deed of Trust.

5. If **Grantor** fails to perform any of Grantor's obligations, **Beneficiary** may perform those obligations and be reimbursed by Grantor on demand at the place where the **Note** is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.

6. If **Grantor** defaults on the **Note** or fails to perform any of **Grantor's** obligations or if default occurs on a prior lien Note or other instrument, including the **First Lien Debt**, and the default continues after **Beneficiary** gives **Grantor** notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then **Beneficiary** may:

   a. declare the unpaid principal balance and earned interest on the **Note** immediately due as provided in the **DPA Contact**;

   b. request **Trustee** to foreclose this lien, in which case **Beneficiary** or

      Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; or

   c. purchase the **Property** at any foreclosure sale by offering the highest bid and then have the bid credited on the **Note**.

7. Beneficiary will give the senior lien written notice of default and prior written notice of acceleration under the subordinate Deed of Trust.

TRUSTEE'S DUTIES

If requested by **Beneficiary** to foreclose this lien, **Trustee** shall;

1. either personally or by agent give notice to the foreclosure sale as required by the Texas Property Code as then amended;

2. sell and convey all or part of the **Property** to the highest bidder for cash with a general warranty binding **Grantor**, subject to prior liens and to other exceptions to conveyance and warranty; and

3. from the proceeds of the sale, pay, in this order:

   a. expenses of foreclosure, including a commission to **Trustee** of 5% of the bid;

   b. to **Beneficiary**, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

   c. any amounts required by law to be paid before payment to **Grantor**; and

   d. to **Grantor**, any balance.

GENERAL PROVISIONS

1. If any of the **Property** is sold under this deed of trust, **Grantor** shall immediately surrender possession to the purchaser. If **Grantor** fails to do so, **Grantor** shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any **Trustee's** deed conveying the **Property** will be presumed to be true.

3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien shall remain superior to liens after created even if the time of payment of all or part of the **Note** is extended or part of the **Property** is released.

5. If any portion of the **Note** cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.

6. **Grantor** assigns to **Beneficiary** all sums payable to or received by **Grantor** from condemnation of all or part of the **Property**, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the **Property**. After deducting any expenses incurred, including attorney's fees, **Beneficiary** may release any remaining sums to Grantor or apply such sums to reduce the **Note**. **Beneficiary** shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. **Grantor** assigns to **Beneficiary** absolutely, not only as collateral, all present and future rent and other income and receipts from the **Property**. Leases are not assigned. **Grantor** warrants the validity and enforceability of the assignment. **Grantor** may as **Beneficiary's** licensee collect rent and other income and receipts as long as Grantor is not in default under the **Note** or this deed of trust. **Grantor** will apply all rent and other income and receipts to payment of the **Note** and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the **Note** and deed of trust, **Grantor** may retain the excess. If **Grantor** defaults in payment of the **Note** or performance of this deed of trust, **Beneficiary** may terminate **Grantor's** license to collect

and then as Grantor's agent may rent the **Property** if it is vacant and collect all rent and other income and receipts. **Beneficiary** neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the **Property**. **Beneficiary** may exercise **Beneficiary's** rights and remedies under this paragraph without taking possession of the **Property**. **Beneficiary** shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising **Beneficiary's** rights and remedies and then to **Grantor's** obligations under the **Note** and this deed of trust in the order determined by **Beneficiary**. **Beneficiary** is not required to act under this paragraph, and acting under this paragraph does not waive any of **Beneficiary's** other rights or remedies. If **Grantor** becomes a voluntary or involuntary bankrupt, **Beneficiary's** filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt, or if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

9. When the context requires, singular nouns and pronouns include the plural.

10. The term **Note** includes all sums secured by this deed of trust.

11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

12. If **Grantor** and **Maker** are not the same person, the term **Grantor** shall include **Maker**.

13. **Grantor** represents that this deed of trust and the **Note** are given to evidence funds advanced by Beneficiary to **Grantor** as a portion of the down payment and closing costs related to **Grantor's** purchase of the **Property**.

14. For five (5) years following the date of this deed of trust, **Grantor** agrees that any sale of the **Property** or failure to use the property as their principal residence (as defined in 24 C.F.R. Part 92, as amended), the County Homeownership Program guidelines will apply. The restrictions in this section are subordinate to the deed of trust lien which secures the repayment of the First Lien Debt.

This Deed of Trust, and the Real Estate Lien note which it secures is given for and represents the sum of $7,500 HOME funds paid by the County of Hidalgo at the special instance and request of the grantors herein and used to pay for closing costs, down payment and any principle reduction if allowed, to the property by the grantor herein. Said amount represents a Homebuyer Assistance Program loan to Grantors herein under the HOME Investment Partnership Program of the Hidalgo County – Urban County Program.

THIS DEED OF TRUST AND THE NOTE TO WHICH IT RELATES IS SUBJECT TO THE AFFORDABILITY PROVISIONS OF 24 CODE OF FEDERAL REGULATIONS, SECTION 92.254, & THE HOME INVESTMENT PARTNERSHIP PROGRAM OF THE COUNTY OF HIDALGO ADOPTED UNDER SAID 24 CFR Part 92.

SINCE THESE REGULATIONS PLACE SOME LIMITATIONS ON THE GRANTORS' FREEDOM OF SALE FOR A PERIOD OF (5) YEARS IN RELATION TO THE PROPERTY, GRANTORS HAVE BEEN INFORMED THAT THEY SHOULD OBTAIN LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

_____

SIGNATURE

_____

SIGNATURE

(ACKNOWLEDGMENT)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of 20__ by _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

(ACKNOWLEDGMENT)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of 20__ by _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Urban County Program
Homebuyer Assistance Program
1916 Tesoro Blvd
Pharr, Tx. 78577

Exhibit "A"
To A
Deed of Trust
Legal Description of the Property
and
Exceptions to Conveyance and Warranty

LEGAL DESCRIPTION OF THE PROPERTY:

LOT 30 Donna Meadows Subdivision Phase II, Donna, TEXAS

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

COUNTY OF HIDALGO

STATE OF TEXAS

URBAN COUNTY PROGRAM

HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this _____ day of _____2012, between the County of Hidalgo, State of Texas ("County") and *Sue Ellen Lugo & Juan Manuel Rodriguez.*("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 30 DONNA MEADOWS SUBDIVISION PHASE II, DONNA, HIDALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt

and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend $7,500.00 ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 9.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding HOMEBUYER ASSISTANCE Funds on the Repayment Date in an amount equal to the HOMEBUYER ASSISTANCE Funds.

FAILURE TO REPAY THE HOMEBUYER ASSISTANCE FUNDS IN ACCORDANCE WITH THIS CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;

(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;

(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;

(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and

(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

_____

DIANA R. SERNA

DIRECTOR

_____

Sue Ellen Lugo

_____

Juan Manuel Rodriguez

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Sue Ellen Lugo ON THIS _____ day of_____, 2012.

_____

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Juan Manuel Rodriguez ON THIS _____ day of_____, 2012.

_____

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Diana R. Serna ON THIS _____day of _____,2012.

_____

NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

To a

Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY:

Lot 30 DONNA MEADOWS SUBDIVISION PHASE II, HIDALGO COUNTY TEXAS

Exhibit "B"

To a

Homebuyer Assistance Program Contract

Copy of BUILDERS CONTRACT

AI-34187 **Elections Administration 15. B.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and/or action of November 6, 2012 General Election Early Voting mobile poll locations.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 08:21 AM
Roland Garcia	Rolando Garcia	09/13/2012 01:27 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Amanda Valdez Started On: 09/12/2012 03:58 PM

Final Approval Date: 09/14/2012

Hidalgo County Elections

NOVEMBER 6, 2012 - GENERAL ELECTION

MOBILE #1

EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	Oct. 22, 2012	8:00a.m. to 5:00p.m.	**Hidalgo County Court House** *100 N. Closner Edinburg, TX*
Tuesday	Oct. 23, 2012	7:30a.m. to 12:30p.m.	**Edinburg City Hall** *415 W. University Dr. Edinburg, TX*
		1:30p.m. to 6:30p.m.	**Hidalgo Co. "Old" Admin** *100 E. Cano Edinburg, TX*
Wednesday	Oct. 24, 2012	7:00a.m. to 12:00p.m.	**STC Mid Valley Campus** *400 N. Border Weslaco, TX*
		2:00p.m. to 7:00p.m.	**Knapp Medical Center Hospital** *1401 E. 8th St Weslaco, TX*
Thursday	Oct. 25, 2012	7:00a.m. to 7:00p.m.	**First National Bank** *7201 N. 10th St. McAllen, TX*
Friday	Oct. 26, 2012	7:00a.m. to 7:00p.m.	**Mission Regional Hospital** *900 S. Bryan Rd Mission, TX*
Saturday	Oct. 27, 2012	7:00a.m. to 7:00p.m.	**VFW Post 8788** *4321 Pecan Blvd. McAllen, TX*
Sunday	Oct. 28, 2012	10:00a.m. to 3:00p.m.	**The Shrine (Basilica of Our Lady of Guadalupe)** *400 N. Virgen de San Juan Blvd San Juan, TX*
Monday	Oct. 29, 2012	8:00a.m. to 5:00p.m.	**Hidalgo County Court House** *100 N. Closner Edinburg, TX*
Tuesday	Oct. 30, 2012	7:00a.m. to 7:00p.m.	**Lone Star National Bank** *520 E. Nolana Ave. McAllen, TX*
Wednesday	Oct. 31, 2012	8:00a.m. to 5:00p.m.	**Hidalgo Co. WIC Office** *509 E. Earling Rd. San Juan, TX*
Thursday	Nov. 1, 2012	7:00a.m. to 7:00p.m.	**IBC Bank, Training Center** *1007 N. I Rd. Pharr, TX*
Friday	Nov. 2, 2012	8:00a.m. to 5:30p.m.	**Hidalgo Co. "New" Administration** *2800 S. Business Hwy 281 Edinburg, TX*

Draft

****CALL (956) 318-2570 FOR GENERAL INFORMATION****

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update 9/14/2012)

Hidalgo County Elections

NOVEMBER 6, 2012 - GENERAL ELECTION

MOBILE #2

EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	Oct. 22, 2012	7:00a.m. to 7:00p.m.	**STC Main Campus** *3201 W. Pecan McAllen, TX*
Tuesday	Oct. 23, 2012	7:00a.m. to 7:00p.m.	**Dr's Hospital at Renaissance** *5501 S. McColl Rd Edinburg, TX*
Wednesday	Oct. 24, 2012	7:00a.m. to 7:00p.m.	**Med Aid Pharmacy** *1022 E. Griffin Pkwy Mission, TX*
Thursday	Oct. 25, 2012	7:30a.m. to 12:30p.m.	**Briarcliff Nursing & Rehab. Center** *3201 N. Ware Rd. McAllen, TX*
		1:30p.m. to 6:30p.m.	**McAllen Medical Center Hospital** *301 W. Expressway 83 McAllen, TX*
Friday	Oct. 26, 2012	7:00a.m. to 7:00p.m.	**Hidalgo County Sheriff's Office** *711 E. El Cibolo Rd. Edinburg, TX*
Saturday	Oct. 27, 2012	7:00a.m. to 7:00p.m.	**Pueblo de Palmas** *17927 Washington Palm Dr. Penitas, TX*
Sunday	Oct. 28, 2012	10:00a.m. to 3:00p.m.	**The Shrine (Basilica of Our Lady of Guadalupe)** *400 N. Virgen de San Juan Blvd. San Juan, TX*
Monday	Oct. 29, 2012	7:30a.m. to 12:30p.m.	**Co. Comm. Pct. #4 Office** *1051 N. Doolittle Rd. Edinburg, TX*
		1:30a.m. to 7:00p.m.	**Edinburg Regional/ Children's Hospital** *1102 W. Trenton Rd. Edinburg, TX*
Tuesday	Oct. 30, 2012	7:00a.m. to 7:00p.m.	**Dr's Hospital at Renaissance** *5501 S. McColl Rd Edinburg, TX*
Wednesday	Oct. 31, 2012	7:30a.m. to 12:30p.m.	**Hidalgo County Health Dept.** *1304 S. 25th Ave Edinburg, TX*
		1:30p.m. to 6:30p.m.	**South Texas Behavioral** *2102 W. Trenton Rd. Edinburg, TX*
Thursday	Nov. 1, 2012	7:30a.m. to 12:30p.m.	**Co. Commissioner Pct. #2** *300 W. Hall Acres Rd. Pharr, TX*
		1:30p.m. to 6:30p.m.	**Lone Star Bank** *118 S. Cage Blvd Pharr, TX*
Friday	Nov. 2, 2012	7:30a.m. to 12:30p.m.	**McAllen Heart Hospital** *1900 S. "D" St. McAllen, TX*
		2:00p.m. to 7:00p.m.	**Cornerstone Regional Hospital** *2302 Cornerstone Blvd. Edinburg, TX*

DRAFT

AI-34026 **Elections Administration 15. C.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Mercedes Independent School District for their election to be held on November 6, 2012.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the elecion services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 8-31-2012, Mercedes ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/04/2012 07:55 AM
Roland Garcia	Rolando Garcia	09/07/2012 08:23 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Amanda Valdez Started On: 08/31/2012 05:41 PM

Final Approval Date: 09/14/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **MERCEDES INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for

each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Daniel Treviño Jr.
Superintendent of Schools
Mercedes ISD
PO Box 419
Mercedes, TX 78570

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2012

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
IVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

MERCEDES ISD
ENTITY

BY: _____

PRINT: DR. DANIEL TREVINO JR.

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: Olga Hinds

PRINT: Olga Hinds

TITLE: CFO

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Mercedes ISD School Board Place 5, 6 & 7		**DATE: November 6, 2012**		
6.01	**Programming Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Programmed Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	12	$120.00
F	Election Media per Polling Location(s)		**$100.00**	5	$500.00
G	*iVotronic Voting Machine(s)		**$150.00**	11	$825.00
G	*ADA iVotronic Voting Machine(s)		**$150.00**	5	$375.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$550.00**	1	$550.00
			Total iVotronic Programming Charges		**$2,850.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)		**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	4	$300.00
C	Printer Labels (per vote)		**$0.03**	8990	$269.70
D	Username/Password - Per Polling Location		**$20.00**	5	$100.00
			Total Electronic Poll Book Charges		**$1,319.70**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	200	$110.00
	Election Day Combination Forms		**$0.55**	200	$110.00
	Election Judge Kit for Early Voting		**$35.00**	1	$35.00
	Election Judge Kit for Election Day		**$35.00**	4	$140.00
	Polling Location Map(s)		**$17.00**	5	$85.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	500	$100.00
			Total Supplies Charges		**$580.00**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	1200	$300.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	1000	$400.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	750	$1,500.00
	Postage Mail-in-Ballots (per request)		**$0.61**	750	$457.50
	Correspondence Postage		**$0.44**	4	1.76
			Total Mail & Ballot Service Charges		**$2,659.26**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,300.00**	1	$1,300.00
	Local newspaper			0	$0.00
			Total Advertisement/Notice Charges		**$1,300.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
			Total Polling Location Rental Charges		**$0.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	*Payroll for Early Voting Employees		**$9,856.50**		$4,928.25
	*Payroll for Election Day Employees		**$3,334.00**		$1,667.00
			Total Payroll Charges		**$6,595.25**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
			Total Ballot Board Charges		**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**TBD**	0	$0.00
			Total Canvass Report Charges		**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	179.75	$3.24
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	5	898.75	$71.90
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	4	16.5	$1.19
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	20	330	$105.60
	(hourly rate X workers X hrs worked X 0.002)				
			Total Insurance Charges		**$181.92**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	4	$70.08
			Total Cell Phone Charges		**$70.08**
6.12				**Subtotal**	**$15,806.21**
				Administrative Fees (10%)	**$1,580.62**
	***Shared cost with County**			**ESTIMATED GRAND TOTAL**	**$17,386.83**

AI-34227 **Elections Administration 15. D.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Contract for Election Services Between Hidalgo County and Hidalgo County Drainage District No.1 in accordance with that certain Interlocal Cooperation Agreement dated September 20, 2005.

BACKGROUND

Attachments

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 04:43 PM
Perla Lopez	Perla Lopez	09/14/2012 04:34 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Monica Badillo Started On: 09/13/2012 04:00 PM

Final Approval Date: 09/14/2012

AI-34080 **Public Defender's Office 16. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defenders - Juvenile Section (1282)
1. Requesting approval to accept the attached FY2013 Multi-year Discretionary Grant Award, Contract #212-23-D09, in the amount of $161,876.00 from the Texas Indigent Defense Commission, for the period of October 1, 2012 to September 30, 2013.
2. Approval of the Certification of Revenues as certified by the County Auditor.
3. Approval of appropriation of grant award funds in the amount of $161,876.00 and the local cash match in the amount of $75,016.00.
4. Approval of salary schedule.

BACKGROUND

Grant will require a county cash match of $75,016.00.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1282-412-30-085-004-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $236,892.00 for Public Defender's Juvenile Section Grant. County Cash match in the amount of $75,016.00.

Revenue Acct #2-1282-334-10-085-004-3-000 "PUBLIC DEFENDER'S JUV SECT REVENUE"

Attachments

Grant Award Letter
Certification of Revenues
Appropriation
Fiscal Note
Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2012 02:59 PM
Manuel Chapa	Manuel Chapa	09/07/2012 09:11 AM
Sylvia Solis	Sylvia Solis	09/13/2012 08:25 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Patti Loya Started On: 09/06/2012 09:05 AM

Final Approval Date: 09/14/2012

TIDC
TEXAS INDIGENT DEFENSE COMMISSION

Chair:
The Honorable Sharon Keller
Presiding Judge, Court of Criminal Appeals

Vice Chair:
The Honorable Olen Underwood

Ex Officio Members:
Honorable Sharon Keller
Honorable Wallace B. Jefferson
Honorable Roberto Alonzo
Honorable Pete Gallego
Honorable Laura Weiser
Honorable Jeff Wentworth
Honorable John Whitmire

Members Appointed by Governor:
Honorable Jon Burrows
Mr. Knox Fitzpatrick
Mr. Anthony Odiorne
Honorable Sherry Radack
Honorable Olen Underwood
Honorable Laura Weiser
Honorable B. Glen Whitley

Executive Director:
James D. Bethke

August 23, 2012

The Honorable Ramon Garcia
Hidalgo County Judge
Via E-mail: yolanda.chapa@co.hidalgo.tx.us

Dear Judge Garcia:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Hidalgo County a **FY2013 Continued Multi-year Discretionary Grant** in the amount of **$161,876** in response to your application titled "***Hidalgo County Public Defender's Office - Juvenile Section.***" Your Statement of Grant Award for fiscal year 2013 is attached. Please sign, scan, and return via e-mail the first two pages of the Statement of Grant Award to **bryan.wilson@txcourts.gov** on or before **September 23, 2012**. You do not need to mail a copy.

Congratulations to Hidalgo County on taking the lead in Texas by continuing to develop this indigent defense program. If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Bryan Wilson, the Commission Grants Administrator at (512) 936-6996.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Copy: Mr. Raymundo Eufracio, County Auditor, ray.eufracio@auditor.co.hidalgo.tx.us
Mr. Jamie Gonzales, Chief Public Defender, jimmy.gonzalez@co.hidalgo.tx.us

TEXAS INDIGENT DEFENSE COMMISSION

Statement of Grant Award

FY2013 Continued Multi-year Discretionary Grant

Grant Number: 212-23-D09
Grantee Name: Hidalgo County
Program Title: Hidalgo County Public Defender's Office - Juvenile Section
Grant Period: 10/1/2012 - 9/30/2013
Grant Award Amount: $161,876

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hidalgo County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by **September 22, 2012**. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs:	
1) Personnel (Total Number of FTEs: 4)	**$172,838**
2) Fringe Benefits	**$48,354**
3) Travel and Training	**$5,100**
4) Equipment	**$0**
5) Supplies	**$4,000**
6) Contract Services	**$6,600**
7) Indirect Costs	**0**
Total Proposed Costs	**$236,892**
Less Cash from Other Sources	**$75,016**
Total Amount Funded by Commission	**$161,876**

+5000.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued on December 7, 2011, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Required Conditions and Report" contained in Attachment A.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award and submit it to the Commission by December 31, 2012.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

_____
Signature of Authorized Official

_____
Name & Title (must print or type)

_____
Date

Attachment A

Required Conditions and Reports

Method of Calculation

The budget appearing in the Statement of Grant Award was developed under the assumptions that the grant be based on a 12-month period. The schedule provides the county twelve months of funds at each of the original agreed upon funding levels. If the county has a delayed start in the first year (FY2013), it may necessitate an adjustment in future years to allow the county to fully expend grant funds. The intention is to follow a declining schedule of 80 percent in the first year; then, 60 percent in the second year; then, 40 percent in the third year; and 20 percent in the final year of the Commission support. The grants will remain on a fiscal calendar (October to September), but future awards will reflect any needed modifications to implement this policy.

Program Requirements

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program (**Note:** If the County contracts the public defender office to a non-profit corporation or governmental entity, then the corporation or governmental entity will ensure the following are performed):

— The County will continue to operate a Public Defender's Office as defined FY2012 Statement of Grant Award and in accordance with Article 26.044 of the Texas Code of Criminal Procedure as amended by the 82nd Legislature.

— The County will submit reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match.

— This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Commission grants administrator will construct an on-line progress report that best reflects the actual work performed in this program and is consistent with the FY2013 application listed below as edited and agreed to. The County will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.

— The County must maintain a Public Defender Oversight Board in accordance with Texas Code of Criminal Procedure Article 26.045 to supervise the operation of this program. The County will submit a written policy on how the members are selected and which details the duties and procedures of the board.

— The County or its designee must maintain a written policy that includes caseload standards for each attorney and for the general operation of this program. In developing caseload standards, nationally recognized standards and standards used by other states shall be taken into consideration (such as National Advisory Commission on Criminal Justice Standards and Goals). The written policy for caseload standards should be provided to the Commission staff along with the first quarterly progress report. The caseload standard policy should require the Chief Public Defender to review actual caseloads at least quarterly. The Chief Public Defender may approve higher or lower caseloads than the adopted standard based on overall complexity of cases, overall type of cases, attorney experience, support staff experience, court needs, available technology to augment services, or other factors that affect the delivery of services. The Chief Public Defender must notify the program's Oversight Board in writing if an exception to the caseload standards is authorized.

— The County or its designee must provide to the Commission staff the minimum job requirements and a full job description of the FTE positions specified under this project before positions are publicly posted.

— The survey of local stakeholders required in the Evaluation section of the FY2013 application listed below should be conducted during the 2nd and 4th years of operation of the program. The County must summarize the results received back from the participants of the survey and discuss any improvements

made to the program. The analysis of the survey results in the 4th year must compare the findings between the two survey events. The County must provide the Commission with a draft of any survey instrument for feedback before it is distributed and provide to the Commission a copy of the analyses of responses (not the unanalyzed survey responses).

— The Public Defender Office Case Representation Policies and Procedures Manual must be provided to the Commission along with the 2nd quarterly progress report. Grantees should consider professional standards of representation such as the Texas State Bar Performance Guidelines for Non-Capital Criminal Defense Representation when developing the manual. A final version of the Policies and Procedures Manual shall be completed and delivered to the Commission along with the Final Progress Report for FY2013.

— Equipment costs listed in the first year start-up budget will not be carried forward into subsequent years of funding. If the County selects a non-profit corporation the proposal and the contract must include the method for funding equipment to operate the Public Defender Office that does not require the start-up costs to be included in the contract beyond the first year.

— The County must provide a plan of data collection by the first progress report that includes a list of data elements that capture the work performed under this program or impact on the county's compliance with the Fair Defense Act. This County must submit data collection agreements from county offices or departments to provide this data to the program director on a regular basis to measure the impact of this program.

— The Public Defender's Office will record attorney and support staff work time in a manner that allows for accurate completion of the Public Defender Addendum to the Indigent Defense Expenditure Report. Records must contain sufficient detail to appropriate time and salary across categories of offenses (capital, non-capital felony, misdemeanor, juvenile, felony appeals, misdemeanor appeals, and juvenile appeals).

Modified 2012 Hidalgo County Discretionary Grant Application Narrative
(Multi-Year Grant)
NOTE: The term "Defendant" was removed and replaced with "Respondent" without notation.

a. Application Form

Counties Represented: **Hidalgo**

Fiscal Year: **2012**

State Payee Identification Number: **74-6000717**

Division To Administer Grant: **Hidalgo County Auditor's Office**

Program Title: **Hidalgo County Public Defender's Office - Juvenile Section**

Requested Grant Amount: **$243,033.57**

Financial Officer: **Raymundo Eufracio**

Program Director: **Jaime E Gonzalez**

Mailing Address: **1615 South Closner, Suite J; Edinburg, TX 78539**

b. Introduction (Executive Summary)

Hidalgo County seeks to improve the quality of representation to juvenile indigent respondents by establishing a juvenile section within the Hidalgo County Public Defender's Office (HCPDO). Established HCPDO procedures will ensure that juvenile respondents, appointed via the county's indigent defense office or via the bench, will be contacted within 24 hours of receiving screening information. Assistant public defenders will appear with juvenile respondents at every court hearing until charges are disposed. Providing juvenile respondents with consistent, accountable, legal representation throughout the criminal justice process will ultimately lead to increased productivity and efficiency, thereby saving the county money.

c. Problem Statement

The stakeholders in the Hidalgo County criminal justice system are focused on the inability of the current system to adequately address the legal needs of juvenile indigent respondents. Deficiencies within the system range from the absence of attorney-client contact with juvenile respondents in custody, lack of appearances in court by appointed attorneys, lack of qualified court-appointed attorneys, timely submission and filing of criminal charges, and the rising cost of court appointed attorney vouchers. As a possible solution, a public defender's office- juvenile section would be instrumental in alleviating the problems of indigent juvenile respondents.

One of the biggest problems concerning the current system is the significant amount of money it takes to operate. Specifically, in 2010 there were 1,208 juvenile cases filed in the 449th District Court. With an estimated 91 percent of those cases having court-appointed counsel, the total amount of vouchers submitted to the county's auditor's office for that court totaled 1,110 at an average cost per case of $542.37. The public defender's office plans to absorb up to 600 of those juvenile cases, at an estimated savings to the county of $325,422.00.

A public defender's office - juvenile section is necessary to provide proactive, quality representation to juvenile indigent offenders in Hidalgo County at a reasonable cost. Additionally, the other legal issues of lack of court appearances, skilled attorneys, and the filing of timely criminal charges will be overseen by the current policies and procedures in place with the Hidalgo County Public Defender's Office.

d. Objectives

In order to minimize the problems stated previously, the following specific objectives have been formulated:

Objective 1: Establish a fully functional juvenile section to the Hidalgo County Public Defender's Office to represent juvenile indigent respondents charged with criminal offenses in Hidalgo County by November 1, 2011.

Objective 2: The Hidalgo County Indigent Defense Office shall appoint to the juvenile public defender's office at least 50% of the total juveniles meeting financial eligibility - within 24 hours of booking at the Hidalgo County juvenile detention center.

Objective 3: The Hidalgo County Public Defender's Office shall provide juvenile indigent respondents with qualified juvenile public defenders that are currently licensed and in good standing with the State Bar of Texas, and that exhibit proficiency and commitment to providing quality representation to juvenile respondent - ongoing.

Objective 4: Juvenile public defenders will meet the required 6 hours a year of continuing legal education in courses related to juvenile criminal law as recognized by the State Bar of Texas -ongoing.

Objective 5: Juvenile public defenders are to make contact with their appointed juvenile respondents no later than the end of the first working day after the date on which the attorney is appointed and will interview the juvenile respondent as soon as practicable after the attorney is appointed - within 24 hours of appointment.

Objective 6: Juvenile public defenders are to make contact with the juvenile respondent's family to ~~determine if bond can be made to~~ secure immediate release of the respondent- within 24 hours of initial visit with respondent where appropriate.

~~**Objective 7: Juvenile public defenders are to file writs of habeas corpus to request bond reductions for juvenile defendants to secure immediate release from custody - within 24 hours of initial contact.**~~

Objective 8: Juvenile public defenders are to contact the arresting agency to push for immediate submission of offense reports with the district attorney's office to expedite the filing and disposition of cases - ongoing.

Objective 9: Juvenile public defenders are to contact court staff when criminal charges are formally placed on juvenile respondents to request immediate hearing dates to expedite the disposition of cases - ongoing.

Objective 10: Conduct a survey of judges to determine the opinion of the quality of representation by juvenile public defenders - annually.
Objective 11: Reduce the average number of days juvenile offenders are spending in the Hidalgo County juvenile detention center - ongoing.
Objective 12: Reduce the amount of funds paid out for court appointed attorneys on juvenile cases - ongoing.
Objective 13: Reduce the amount of days from appointment to disposition for juvenile respondents appointed to the juvenile public defender's office - ongoing.
Objective 14: Provide quality representation to indigent juvenile respondents - ongoing.
Objective 15: Act as a resource to the local defense bar to raise the level of juvenile representation for all respondents requesting court appointed representation.

e. Methodology or Project Design (Activities)

1) Immediately upon notice that the county has been awarded the grant, an advisory oversight board (Oversight Board) will be created to oversee the formation of the public defender's office - juvenile section. The Oversight Board will consist of a representative from the Hidalgo County Board of Judges, Hidalgo County Judge's Office, Hidalgo County Commissioner's Court, and a member of the local defensive bar. The Oversight Board will be responsible for advising and approving internal office policies and procedures to govern the office, including polices prescribing the methods of intake and referral or cases from the courts.
2) The Hidalgo County Chief Public Defender, by incorporating established office policies from the HCPDO and the Travis County Juvenile Public Defender's Office, shall develop internal policies and procedures to be approved by the Oversight Board no later than September 1, 2011.
3) The Hidalgo County Public Defender's Office currently has in use a case management system called Defender Data. Defender Data provides attorneys the ability to write case notes, attach written, audio and video work product to specific case files, and assists in tracking motion and trial deadlines. Defender Data also has the ability to track case appointments, dispositions, hours worked per case, etc . . . that demonstrates the productivity and cost effectiveness of the Hidalgo County Public Defender's Office. Defender Data will be modified and expanded to allow for similar uses within the juvenile section no later than September 1, 2011.
4) The Hidalgo County Chief Public Defender shall meet with public defenders from other Texas counties operating a juvenile public defender's office to research on office procedures, troubleshooting future problems that may arise and to borrow established pre-trial/ trial motions, case law and briefs for its personal juvenile law bank by September 1, 2011.
5) The HCPDO - Juvenile section will supplement the current attorney appointment wheel rotation system at a rate determined by vote of the district and statutory county courts. A written policy will be developed that includes caseload standards for each attorney. In developing caseload standards, nationally recognized standards and standards used by the other states shall be taken into consideration. The policy on the caseload standard must require the Chief Public Defender to review caseload status at least quarterly.
6) The Chief Public Defender shall ensure the acquisition of vacant office space adjacent to the HCPDO, so that the juvenile section will have adequate space to perform its duties no later than October 1, 2011.
7) The Chief Public Defender shall purchase all necessary equipment and office supplies to ensure that the juvenile section is fully operational by November 1, 2011.
8) The Chief Public Defender shall hire needed assistant juvenile public defenders and staff so that they can begin employment on or about December 1, 2011.
9) The HCPDO - Juvenile section shall begin accepting juvenile case appointments no later that December 1, 2011, and provide quality defense services in those cases as needed.
10) The Chief Public Defender shall provide quarterly written status updates to the Oversight Board beginning in January 2012 detailing the number of cases assigned to the office (total and active), the dispositions of any cases assigned to the office, status of staffing in the office, and any other relevant information.

f. Evaluation

TASK	DEFINITION	MEASURE
Establish Oversight Board	Representatives from Board of Judges, County Judge's Office, County Commissioner's Court, and a local member of the defense bar	Report the date of the first oversight board meeting. E-mail to Commission any resolutions that establish the oversight board or define its role. E-mail names and contact information of committee members.
Job Descriptions completed	Job descriptions for each position in the office will be completed using Hidalgo County's existing HR process.	Date approved by Oversight Board.
Staff Hired	(2) assistant juvenile public defenders and an administrative assistant	Report indicating when each position is filled.
Software Setup	Setup case management and monitoring system	Date software is functional.
Policy and Procedures complete	A policy and procedure manual to identify	Date manual distributed to staff and staff

and training to staff	basic office procedures, how the office will function and various staff roles	trained.
Office Setup	The Oversight Board and HCPDO will make assessments of office needs and select sites for the office through normal county processes. County will purchase with grant funds, the equipment, software, and supplies to operate office.	Report date office set-up is completed.
Performance Measures Method	Establish method to collect data for referrals and performance measures. Identify and create standard reports for quick submission to Commission.	Report the date the performance measure tracking method is complete.
Commence representation	The PD office receives referrals of cases from Hidalgo County Indigent Defense Office and/or from courts.	Report the date the first respondent's case is accepted.
OUTPUTS		
Department Caseload	The number of active cases assigned to the HCPDO - juvenile section on the last business day of each month.	Monthly report detailing the department caseload.
Department Cases Disposed	The total number of cases closed during each month.	Monthly report detailing the number of disposed cases.
Average Caseload Summary	The department caseload divided by the number of attorneys assigned by the PD on the last business day of each month.	Report average caseload for all attorneys by month.
Average Cost per Case by PDO	The annual budget for the PDO - juvenile section, plus attorneys fees, divided by the annual disposed cases.	Report the average cost per case by year.
Percentage of total juvenile cases filed that are assigned to the PDO	The number of cases assigned annually to the PDO divided by the total number of juvenile cases filed	Report the percentage of cases assigned to the PDO Report the number of cases that were conflicts or that retained private counsel
Average cost per case by assigned counsel	For any cases assigned outside of the PDO, the total cost for counsel divided by the number of cases disposed by those private counsel.	Report the average cost per case by year.
OUTCOMES		
Days from appointment to first contact with respondent	The number of days from the date the order of appointment is received until a personal visit is made with the respondent	Report the average number of days between receipt of the order of appointment to the personal visit with respondent. Report the number of cases where the initial visit is made more than 24 hours after the order of appointment is received.
Length of time between arrest and resolution of cases	The number of days between the arrest of the respondent and the disposition of the case assigned to the office; the number of days between the arrest of the respondent and release from jail	Report the number of days between arrest and resolution of case for each respondent, as well as the average length of time for all cases. Report the number of days between arrest and release from jail, as well as the average length of time for all cases.
Type of disposition of cases	The type of disposition (dismissal, guilty plea or jury trial) in each case assigned to PDO.	Report the number of: 1) dismissals; 2) guilty pleas pursuant to a plea agreement; 3) pre-trial diversion dismissals; 4) failure to appear warrants; 5) jury trials
Types of convictions	The type of conviction handed down in each	Report the number of cases where the

	case (if found guilty) assigned to the PDO.	respondent was convicted. Report the number of cases where a respondent was convicted for a lesser offense.
Acquittals	Cases assigned to the office where the jury finds the respondent not guilty at guilt/innocence.	Report the numbers of cases where a respondent was found not guilty of any offense.
Type of Sentence	The type of sentence handed down in each case assigned to the office.	Report the sentence for each case assigned to the private defender where a sentence is imposed.
Survey of stakeholders	Create a simple survey to be given to judges in Hidalgo county. The survey should be conducted at the beginning of the grant period prior to services and annually thereafter. The survey should address the overall impressions of the quality of juvenile services from the PDO and from the private bar, as well as the financial impacts of such a case. Create a user survey to be distributed to clients of the office to gauge the overall satisfaction with representation.	Report any change between the pretest and post-test, as well as annual changes. Report level of client satisfaction with PDO representation.
Cooperate with Commission staff on other measures necessary to show an effective office.		To be determined.

g. Future Funding

Assuming that the office proves effective, Hidalgo County will attempt to continue funding the office out of general revenue after the grant period expires, in accordance with state law. In addition, assuming the success of the HCPDO juvenile section, Hidalgo County will explore increasing the percentage of cases assigned to the HCPDO via the juvenile wheel and will seek to expand the office to include all indigent defense cases.

h. Budget Narrative and Budget Form

Full Time Employees	Salary	Grade	Step	Fringe Benefits	Total
Juvenile Public Defender III	58,888.00	16.00	1	14,079.62	72,967.62
Juvenile Public Defender II	50,487.00	14.00	1	12,588.45	63,075.45
Intake Officer	31,025.62	8.00	0/1	9,134.05	40,159.67
Administrative Asst. I	22,804.99	4.00	0/1	7,674.89	30,479.88
Total Salaries	163,205.61			43,477.01	206,682.62

Travel and Training	Description	Amount
(2) Attorneys	15 CLE Hours	2,000.00
Intake Officer	Juvenile Training	1,500.00
Total		3,500.00

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line over the Internet.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2012 through December 2012	Budget Status Report Progress report	January 15, 2013	January 2013
January 2013 through March 2013	Budget Status Report Progress report	April 15, 2013	April 2013
April 2013 through June 2013	Budget Status Report Progress report	July 15, 2013	July 2013
July 2013 through September 2013	FINAL Expense Report Final Progress Report and Conclusion. Delivery of Final Product and Demonstration	December 16, 2013	November 2013

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

September 6, 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 Texas Indigent Defense Commission. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$161,876.00	Award No. 212-23-D09 Hidalgo County Public Defender's Office – Juvenile Section

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/7/12
Date

THE COUNTY OF HIDALGO TEXAS

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.

DATE: September 5, 2012

2012
Appropriation

DEPARTMENT HEAD: Jaime E. Gonzalez

DEPARTMENT NAME: Public Defender's Office

ACCOUNT NUMBER: 2-1282-412-30-085-004-3-xxx

Contact Person: Patti Loya **Ph#:** (956) 292-7040 ext. 5433

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
	PERSONNEL		
2-1282-412-30-085-004-3-113	Public Defender's Juvenile Section	Full-time Employees	172,838.00
	FRINGE BENEFITS		
2-1282-412-30-085-004-3-211	Public Defender's Juvenile Section	Health Insurance	16,656.00
2-1282-412-30-085-004-3-212	Public Defender's Juvenile Section	Life Insurance	108.00
2-1282-412-30-085-004-3-220	Public Defender's Juvenile Section	Social Security & Medicare (FICA)	13,222.11
2-1282-412-30-085-004-3-230	Public Defender's Juvenile Section	Retirement	17,197.38
2-1282-412-30-085-004-3-250	Public Defender's Juvenile Section	Unemployment	864.19
2-1282-412-30-085-004-3-260	Public Defender's Juvenile Section	Workers' Comp.	306.32
	TRAINING & TRAVEL		
2-1282-412-30-085-004-3-581	Public Defender's Juvenile Section	In-County Travel	1,000.00
2-1282-412-30-085-004-3-583	Public Defender's Juvenile Section	Out-of County Travel	3,000.00
2-1282-412-30-085-004-3-584	Public Defender's Juvenile Section	Registration fees	1,100.00
	SUPPLIES		
2-1282-412-30-085-004-3-550	Public Defender's Juvenile Section	Printing & Binding	300.00
2-1282-412-30-085-004-3-601	Public Defender's Juvenile Section	Office & Computer Supplies	2,000.00
2-1282-412-30-085-004-3-640	Public Defender's Juvenile Section	Reference Materials	1,000.00
2-1282-412-30-085-004-3-810	Public Defender's Juvenile Section	Membership Dues	700.00
	CONTRACT SERVICES		
2-1282-412-30-085-004-3-342	Public Defender's Juvenile Section	Information Services	3,962.00
2-1282-412-30-085-004-3-780	Public Defender's Juvenile Section	Capital Leases	2,638.00
		TOTAL APPROPRIATION	**236,892.00**
2-1282-334-10-085-004-3-000	Public Defender's Juvenile Section	Revenue	161,876.00
2-1282-391-01-000-100-3-000	Transfers In -	General Fund **(DO NOT POST)**	75,016.00
2-1100-491-01-000-282-3-891	Transfers Out -	Designated Purp Lvl 2 **(DO NOT POST)**	75,016.00
		TOTAL REVENUE	**236,892.00**
		TOTAL BUDGET INCREASE (DECREASE)	**236,892.00**

REASON: Appropriation of funds for the Public Defenders' Juvenile Section. Grant period is from 10/01/2012 to 09/30/2013.
Total County's 20% Cash Match portion for 7 months and 40% cash match portion for remaining 5 months is $75,016.00.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, September 18, 2012**

Agenda Item: 34080

Summary of request/proposal:
PUBLIC DEFENDER (1282):

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1282	PUBLIC DEFENDER III	G001	113	16	1	0.00	58,888.00	58,888.00
1282	PUBLIC DEFENDER II	G002	113	14	1	0.00	50,487.00	50,487.00
1282	SOCIAL WORKER	G003	113	11	1	0.00	40,078.00	40,078.00
1282	ADMINISTRATIVE ASSISTANT I	G004	113	4	1	0.00	23,385.00	23,385.00
						0.00	172,838.00	172,838.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1282-412-30-085-004-3-	113	PUBLIC DEFENDER -	REG F/T EMPLOYEES	$172,838.00
2-1282-412-30-085-004-3-	211	PUBLIC DEFENDER -	HEALTH INSURANCE	$16,656.00
2-1282-412-30-085-004-3-	212	PUBLIC DEFENDER -	LIFE INSURANCE	$108.00
2-1282-412-30-085-004-3-	220	PUBLIC DEFENDER -	FICA	$13,222.11
2-1282-412-30-085-004-3-	230	PUBLIC DEFENDER -	RETIREMENT	$17,197.38
2-1282-412-30-085-004-3-	250	PUBLIC DEFENDER -	UNEMPLOYMENT COMP	$864.19
2-1282-412-30-085-004-3-	260	PUBLIC DEFENDER -	WORKER'S COMP	$306.32
			2012-2013 Budgetary Impact	$221,192.00

Comments:

Hidalgo Co. Budget Office

2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1282-412-30-085-004-3

PUBLIC DEFENDER - JUVENILE SECTION

AI- 34080

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	PUBLIC DEFENDER III	16	1	$58,888.00	$58,888.00	$58,888.00	$360.00	$0.00	$0.00	$0.00	$0.00	$59,248.00
G002	113	PUBLIC DEFENDER II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,487.00
G003	113	SOCIAL WORKER	11	0	$38,074.00	$38,074.00	$38,074.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,074.00
G004	113	ADMINISTRATIVE ASSISTANT I	4	0	$22,216.00	$22,216.00	$22,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,216.00
					$169,665.00	$169,665.00	$169,665.00	$360.00	$0.00	$0.00	$0.00	$0.00	$170,025.00

AI-34172 **Right of Way 17. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Discussion and authorization for the County Judge to Execute Earnest Money Contract to purchase offices on North 10th Street and request County Auditor to issue two Manual Checks Payable to Valley Land Title Co. in the amount of $5,000.00 for the Earnest Money Deposit and one payable to Rolando and Laura E. Cantu in the amount of $100.00 for Option Fee.

BACKGROUND

Attachments

Cantu-Earnest Money Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Merlen P. Munoz	09/12/2012 03:00 PM

Form Started By: Rebecca Gomez Started On: 09/12/2012 01:36 PM

Final Approval Date: 09/12/2012

EARNEST MONEY CONTRACT

Seller:	Rolando Cantu & wife Laura E. Cantu
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I
THE PROPERTY

The property is that certain tract of real property, save and except all minerals, located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II
PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of One Million One Hundred Thousand and no/ 100ths dollars ($1, 100,000.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of Five Thousand and no/100ths dollars ($5,000.00) as Earnest Money to bind this sale. The Earnest Money shall be deposited with the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller the sum of One Hundred and No/100ths Dollars ($100.00) (Option Fee) within 2 days after the date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice

of termination to Seller within forty five (45) days after the date of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option Fee will be credited to the Purchase Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. Seller has full requisite power and authority to perform all of its obligations under this Contract.

B. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

C. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

D. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

E. Seller has paid all Federal, State and local taxes and other governmental charges that have been assessed against Seller or the Property.

F. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

G. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

H. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

I. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

J. Seller shall immediately notify Purchaser of any material change in

respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV
TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole cost and expense, cause to be delivered to Purchaser all restrictions proposed by Seller to be placed on the Property. Should Purchaser object to such restrictions Purchaser may terminate this Contract, receive back the Earnest Money and be released of all further liability under this Contract.

4.3 Purchaser shall have a period of ten (10) business days following the later of the date of receipt of the Title Binder or the date of restrictions described in Article 4.2 to give Seller written notice of any title exceptions or restrictions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections or delete the restrictions and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and

receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

4.5 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE V
FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have thirty (30) days for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VI
CLOSING

6.1 Closing shall be held within sixty (60) days following the date of the expiration of the Feasibility Study described in Article V hereof at the offices Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539 at the time as may be agreed upon by the parties.

6.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 4.3, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in

Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

6.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VII
ADJUSTMENTS AND EXPENSES

7.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing.

7.2 Purchaser shall pay costs of recording instruments presented by the Seller, and its own attorney's fees. All other costs of the Owner Policy of Title Insurance and Seller's attorney fees shall be paid by Seller.

ARTICLE VIII
DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE IX
ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE X
CONDEMNATION

10.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

10.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

ARTICLE XI
LIENS AND TAXES

11.1 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 to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

11.2 Unpaid franchise tax of any corporation in the chain of title or unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XII
ASSIGNMENT

This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIII
SURVIVAL

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.

ARTICLE XIV
MISCELLANEOUS

14.1 Time shall be of the essence of this Contract.

14.2 This Contract 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 heirs, personal representatives, successors and assigns.

14.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

14.4 This Contract 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.

14.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

14.6 All notices, demands or requests required or permitted under this Contract 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 appropriate party at the address given for such party at the beginning of this Contract.

14.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any

way except by written agreement of the parties.

14.8 Seller agrees to indemnify and hold harmless Purchaser 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 sale of the Property.

14.9 Should either party be in default under any of the terms of this Contract, 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.

14.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, 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.

14.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

14.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article IX. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

14.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to

Purchaser.

14.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before _____, 2012, Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

The date of this Contract is the _____ day of _____, 2012.

SELLERS:

Rolando Cantu

Laura E. Cantu

PURCHASER:

County of Hidalgo, Texas

By: _____
Ramon Garcia Hidalgo County Judge

ATTEST:

_____
Arturo Guarjardo, Jr., Hidalgo County Clerk

Receipt of a fully executed Contract and $5,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2012 at _____, _____.M.

Escrow Agent:
Valley Land Title

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:
David Ewers
Attorney at Law
323 Nolana Loop
McAllen, Texas 78504

BUYER'S ATTORNEY:

ATLAS, HALL & RODRIGUEZ, LLP
Attn: Stephen L. Crain
818 Pecan Blvd.
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

EXHIBIT "A"

All of Lot 1 Ebony Plaza Subdivision an addition to the City of McAllen, Hidalgo County, Texas according to the map recorded in Volume 45, Page 76 Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes.

AI-34077 **Planning Department 18. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Raul E. Sesin, PE **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Final Approval with Variance Request
a. Mandalay Bay Phase 2 Subdivision – Pct. 4 (Richard Garza)

BACKGROUND

Attachments

Mandalay Bay Ph 2; Final

Mandalay Bay Ph 2; Plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 05:00 PM
Olga Garza	Olga Garza	09/07/2012 09:06 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Nora Cavazos Started On: 09/05/2012 04:37 PM

Final Approval Date: 09/14/2012

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-18-2012

PROPOSED **MANDALAY BAY PHASE 2** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY AND ASSOC.** DEVELOPER: **RICHARD A. GARZA**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **49** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Southeast corner of FM 2812 and Kenyon Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of_____and was approved administratively by said City.*
☒ *ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-27-2011** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **Approximate 660 South of subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet on FM 2812 and 10 feet on Kenyon Rd by this plat.**

H.C.R.O.W.APPROVED DATE: **02-02-2012**: By, **Benito Rodriguez** R.O.W. AGENT

SEWER SYSTEM:
☐ OSSF & SOIL ANALYSIS WERE CONDUCTED BY_____
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD
☒ SANITARY SEWER BY: **Edinburg** LINE SIZE: **8"** LOCATION: **Ingle Rd.**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **FM 2812.**

H.C.O.E.C. APPROVED DATE: **08-15-2012** : By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***March 20, 2012.***

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of_____.*
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

August 14, 2012

Mr. Raul Sesin, P.E.
Planning Administrator
Planning Department
Hidalgo County
1304 S. 25th St.
Edinburg, Texas 78539

Re: Lots 85 thru 94, and 99, MANDALAY BAY SUBDIVISION PHASE II

Dear Mr. Sesin:

On behalf of the developer Garco, Ltd., I am requesting a variance on the front minimum building setback from 25.0 feet to 15.0 feet.

The reason for this request is to allow the placement of manufactured homes with 60.0 feet in length.

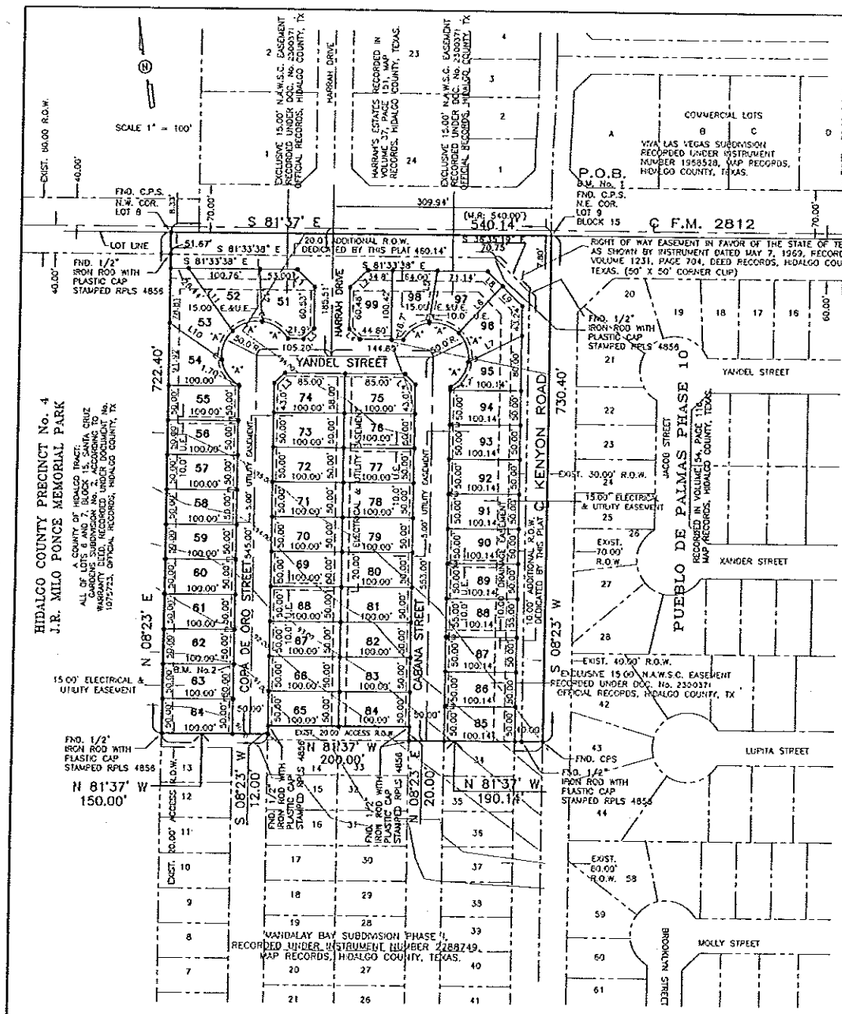
Please review this request and present it to the County Subdivision Advisory Board for their consideration.

Should you have any questions, please feel free to call me at 381-6480.

Sincerely,

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.

2.– MINIMUM BUILDING SETBACK LINES:

FRONT:	25.00 FEET
FRONT-CUL-DE-SAC	15.00 FEET
FRONT FOR GARAGE/CARPORT	18.00 FEET
REAR:	15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE:	6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE-LOTS 51, 74, 75 & 99	15.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAT 50.00 FEET:	20.00 FEET

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 97.03 C.P.S. FOUND ON THE NORTHEAST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.
B.M. No. 2 ELEVATION= 90.10 1/2 IRON ROD SET IN CONC. WITH DISK AT THE SOUTHEAST CORNER OF LOT 62 OF THE SUBDIVISION. NAVD 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 32,093.39 CUBIC –FEET (0.74 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.– A FOUR (4.0) FOOT SIDEWALK ON INTERIOR STREETS FOUR (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER.

11.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12.– AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR AFTER METER(S).

13.– ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

14.– NO ACCESS WILL BE ALLOWED FROM F.M. 2812 & KENYON ROAD ONTO LOTS 51, 52, 53 AND 85 THROUGH 99, THE DEVELOPER SHALL INSTALL A BUFFER FENCE ABUTTING F.M. 2812 AND KENYON RD.

15.– A NORTH ALAMO WATER SUPPLY CORP. NON FENCING EASEMENT WILL BE LOCATED ON ALL LOTS FOR WATER METER ACCESS. SEE DETAILS "I" SCHEDULE FOR EASEMENT ON INDIVIDUAL LOTS 51 THRU 64 AND 85 THRU 98.

16.– E.&U.E. DENOTES ELECTRICAL AND UTILITY EASEMENT.

17.– U.E. DENOTES UTILITY EASEMENT.

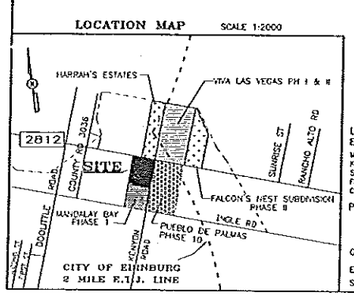
18.– 100% OF PARKLAND FEE ($500.00/LOT) HAS BEEN PAID BY DEVELOPER.

19.– A FIVE (5.0') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG F.M. 2812 DURING SUBDIVISION CONSTRUCTION BY DEVELOPER.

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
A	6543.18	0.150
52	6018.12	0.138
53	6532.00	0.150
54	5257.51	0.121
55–73	5000.00	0.115
74–75	5687.50	0.131
76–84	5000.00	0.115
85–87	5007.00	0.115
88	5500.77	0.126
89–94	5007.00	0.115
95	5003.35	0.115
96	5512.28	0.127
97	6084.32	0.140
98	5162.11	0.119
99	5582.13	0.115

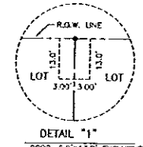
LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 36°35'19" E	35.37'
L2	N 53°24'41" E	35.34'
L3	N 53°23'00" E	21.21'
L4	S 36°37'00" E	21.21'
L5	N 16°17'26" E	76.52'
L6	N 49°55'28" E	91.87'
L7	N 71°22'11" E	84.82'
L8	S 36°35'19" E	30.00'
L9	S 36°35'19" E	40.75'
L10	N 46°17'47" W	92.44'
L11	N 26°35'27" W	110.27'
L12	N 05°07'37" E	76.16'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	52°30'00"	50.00'	45.81'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved



DETAIL "I"
FROM 5.0'x130' EXCLUSIVE EASEMENT TO NWASC NON FENCING SEE NOTE 15

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
MANDALAY BAY SUBDIVISION PHASE II, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE SOUTHWEST CORNER OF F.M. 2812 AND KENYON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). MANDALAY BAY SUBDIVISION PHASE II, LIES APPROXIMATELY 2.03 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD A. GARZA PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, LLC.	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6295	(956)381-9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MANDALAY BAY SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

SUBDIVISION PLAT OF:

MANDALAY BAY SUBDIVISION PHASE II

AN 8.94 ACRE TRACT OF LAND OUT OF LOTS 8 AND 9, BLOCK 15, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2249150, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

AN 8.94 ACRE TRACT OF LAND OUT OF LOTS 8 AND 9, BLOCK 15, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2249150, 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 FOUND WITHIN THE RIGHT OF WAY OF F.M. 2812 AND IN THE CENTERLINE OF KENYON ROAD FOR THE NORTHEAST CORNER OF LOT 9 AND THE NORTHEAST CORNER OF THIS TRACT,

THENCE; S 08°23' W, ALONG THE EAST LINE OF LOT 9 AND THE CENTERLINE OF KENYON ROAD, A DISTANCE OF 730.40 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF MANDALAY BAY SUBDIVISION PHASE I, RECORDED UNDER INSTRUMENT NUMBER 2288749, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE NORTH LINE OF MANDALAY BAY SUBDIVISION PHASE I, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF KENYON ROAD, A TOTAL DISTANCE OF 190.14 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE NORTH LINE OF MANDALAY BAY SUBDIVISION PHASE I, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE NORTH LINE OF MANDALAY BAY SUBDIVISION PHASE I, A DISTANCE OF 200.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE NORTH LINE OF MANDALAY BAY SUBDIVISION PHASE I, A DISTANCE OF 12.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE NORTH LINE OF MANDALAY BAY SUBDIVISION PHASE I, A DISTANCE OF 150.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE WEST LINE OF LOT 8 FOR THE NORTHWEST CORNER OF MANDALAY BAY SUBDIVISION PHASE I AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE WEST LINE OF LOT 8, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 670.73 FEET FOR THE SOUTH RIGHT OF WAY LINE OF F.M. 2812, A TOTAL DISTANCE OF 722.40 FEET TO A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF F.M. 2812 FOR THE NORTHWEST CORNER OF LOT 8 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°37' E, ALONG THE NORTH LINE OF LOTS 8 AND 9 AND WITHIN THE RIGHT OF WAY OF F.M. 2812, A DISTANCE OF 540.14 FEET (MAP RECORDS: 540.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 8.94 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE SANTA CRUZ GARDENS UNIT No.2, RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 23TH DAY OF JUNE 20 11

REGISTERED PROFESSIONAL SURVEYOR No. 4856 STATE OF TEXAS

ALFONSO QUINTANILLA 4856 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS 7TH DAY OF APRIL 2012, SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS–OF–WAY– AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT _____ SECRETARY _____

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owner of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of the water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this the _____ day of April 20 12

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, LLC.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, AS OWNER OF THE 8.91 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MANDALAY BAY SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF APPLICABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE METES AND BOUNDS SHOWN IN THIS PLAT ARE TRUE AND COMPLETE.

4/18/12
DATE

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, LLC.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA PRESIDENT OF GARCO MANAGEMENT LLC, GENERAL PARTNER OF GARCO, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 18th day of April, 2012.

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2012

LILIA A. QUINTANILLA– NOTARY PUBLIC

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHERE MY APPROVAL IS REQUIRED.

MAYOR'S SIGNATURE _____ DATE _____ ATTEST: CITY SECRETARY _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the MANDALAY BAY SUBDIVISION PHASE II, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge _____ Date _____

ATTEST: _____
Hidalgo County Clerk _____ Date _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENCED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF $ 53,510.00.

SEWAGE FACILITIES: SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST $ 1,244.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 50,960.00 FOR THE SUBDIVISION. THE SUBDIVIDER WILL PAY A TOTAL OF $ 4,410.00 TO THE CITY OF EDINBURG TO COVER THE COST OF SEWER SERVICE CONNECTION.

DATED THIS THE 18th DAY OF APRIL 20 12

LICENCED PROFESSIONAL ENGINEER No. 95534 STATE OF TEXAS

ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

PLANNING & ZONING
COMMISSION CERTIFICATION

I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as MANDALAY BAY SUBDIVISION PHASE II conforms to all requirements of the Subdivision Regulations of the City wherein my approval is required and has been approved for recording on this _____ day of _____ 20__.

CHAIRPERSON–PLANNING & ZONING COMMISSION

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

INDEX TO SHEETS

SHEET 1.– HEADING AND KEY; LOCATION MAP AND KEY; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; CITY APPROVAL CERTIFICATE; NAWSA'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/GSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION REVISION NOTES, COUNTY CLERK'S RECORDING CERTIFICATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
office@qhaengineering.com
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

SHEET NO. 1 OF 3 SHEETS	FILENAME I:\PLATS\SUBDIVS\EDINBURG\MANDALAY BAY SUBDIVISION II.PLAT				
	DATE PREPARED	PREPARED BY	CHECKED BY		APPROVED BY
	OCTOBER 3, 2011	LG			
	DATE REVISED	REVISED BY	CHECKED BY		APPROVED BY

AI-34202 **Precinct #2 19. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Consent Agreement with Irrigation District No. 2 for the Minnesota Drainage Project.

BACKGROUND

Document has been reviewed by Legal Counsel.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-122-058-0-XXX

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

BUDGETARY IMPACT:

Attachments

ROW Consent Agreement
revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 08:27 AM
Roland Garcia	Rolando Garcia	09/13/2012 04:44 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Katia Garcia Started On: 09/12/2012 04:56 PM

Final Approval Date: 09/14/2012

Jarvis 9/5/12

STATE OF TEXAS §
§
§
COUNTY OF HIDALGO §

RIGHT OF WAY CONSENT AGREEMENT

This Agreement is entered into effective the ____ day of _____, 2012 by and between **HIDALGO COUNTY IRRIGATION DISTRICT NO. 2,** (the "District") and the **COUNTY OF HIDALGO** (the "County") as follows:

WHEREAS, District owns a right of way the legal description of which is more particularly described in Exhibit "A" attached hereto (the "ROW"), and the County desires to make certain drainage improvements within a portion of the ROW; and

WHEREAS, the County desires to obtain the consent from the District to use a portion of the ROW for the purpose of installation, construction, repair and maintenance of a drainage pipeline, and District has no objection to County's use according to the terms hereof; and

WHEREAS, in consideration of District agreeing to this Agreement County agrees at County's expense to replace District's water irrigation pipeline that lies within the boundaries of the ROW with a fifteen (15) inch water irrigation pipeline in accordance with the terms hereof; and

WHEREAS, the parties desire to enter into this Agreement in order to set forth the terms and conditions of their agreement in this respect.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the County and District that County may use the ROW described above for the purposes expressed under the terms, conditions and covenants as follows:

1. District hereby consents to the use by the County of the portion of the ROW

described on Exhibit "B" attached hereto for the installation, construction, repair and maintenance of drainage improvements ~~of a _____( ) inch~~ consisting of a drain line subject to District's approval of the plans and specifications of the installation prior to the construction thereof and District's acceptance of the construction following completion thereof.

2. In consideration of the District's agreement to allow the County to utilize the ROW, County shall replace at County's expense District's existing irrigation water pipeline located solely within the boundaries of the ROW with a fifteen (15) inch irrigation water pipeline, subject to District's approval of plans and specifications of the installation and location of the replacement pipeline prior to the installation, thereof, and acceptance of the construction following completion thereof. Upon completion and acceptance by the District of the replacement of such irrigation water pipeline, District shall repair and maintain when necessary as determined by the District at District's expense such replaced irrigation water pipeline, District agrees County shall have no responsibility to repair, replace, reconstruct or maintain such fifteen (15) inch irrigation water pipeline constructed by County. Provided, however, in the event that repairs are required to the pipeline within one (1) year of completion of construction thereof, and such repair is not commenced by the contractor or County within three (3) days after written notice by the District to the County, then District shall be authorized to make such repairs and County shall reimburse District such reasonable expenses incurred by District in making such repairs.

3. County agrees that if its use of the ROW interferes with District's use of the ROW it shall cease such use and/or be responsible for all costs including attorney fees, engineer's fees and construction costs reasonably incurred by the District, and shall alter or modify its facilities in such a manner to remove such interference all at its sole expense.

4. In the event it is necessary for the County to alter, modify, or add to the facilities presently located within the ROW, County agrees to notify District at least sixty (60) days prior to any such activity and furnish necessary plans, specifications, and sketches showing the location and type of construction which shall be subject to District's approval thereof prior to construction, and acceptance of construction following completion thereof. Any such alterations, modifications, or additions shall be at the sole expense of the County and in the event it is necessary to relocate, alter, or modify the District's improvements situated within the ROW, the County shall pay for all reasonable costs necessarily incurred by the District in relocating or altering their improvement to accommodate the new alterations, modifications, or additions to the improvements situated within the ROW, and shall reimburse the District for any expenses reasonably incurred by the District, including attorney fees, engineering fees and reasonable administrative fees.

5. This Agreement shall remain in effect so long as the District maintains use of the ROW for irrigation and related drainage purposes or is terminated by mutual agreement of the parties, whichever event occurs sooner.

6. To the extent allowed by law, District shall not be liable or responsible for, and shall be saved and held harmless by County from and against any and all third party claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the operations of County under this Agreement. This indemnity shall survive termination or expiration of this Agreement.

7. To the extent allowed by law, County shall not be liable or responsible for, and shall be saved and held harmless by District from and against any and all third party claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the operations of District under this Agreement. This indemnity shall survive termination or expiration of this Agreement.

8. District shall have full use of its ROW except as limited by this Agreement and shall not be liable or responsible to County for any damages to County's facilities caused by its use unless such use ~~is willful and~~ negligently ~~with the intent to~~ causes damage to the County's facilities.

9. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, reflecting the subject matter hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and County, and not otherwise.

12. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to District: Hidalgo County Irrigation District No. 2
Attention: Manager
P.O Box 6
San Juan, Texas 78589

If to County: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. Assignment. This Agreement shall not be assignable.

17. Headings. The heading and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

18 Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

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

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

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

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

_____
Allen Arnold, Board President

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm #486 • Surveying Firm #101650

EXHIBIT-A
SURVEY PLAT
OF
(15.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No. 2 EASEMENT AND PROPOSED DRAINAGE EASEMENT)
A 0.472 ACRE OF LAND OUT OF LOT 8, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, M.R.H.C.

A 0.472 acre of land out of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 0.472 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a 60 D nail found at the Southwest corner of Lot 8, Block 47, Alamo Land and Sugar Company; **Thence**, North 08 degrees 35 minutes 00 seconds East with the West line of Lot 8, Block 47, Alamo Land and Sugar Company, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the North Right of Way line of Minnesota Road for the Southwest corner of this tract of land and the **POINT OF BEGINNING;**

THENCE, continuing North 08 degrees 35 minutes 00 seconds East, with the West line of said Lot 8, Block 47, a distance of 1300.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northwest corner of said Lot 8, Block 47 for the Northwest corner of this tract of land;

THENCE, South 81 degrees 25 minutes 00 seconds East, with the North line of said Lot 8, Block 47, a distance of 44.37 feet to a No. 2 rebar set (with a plastic cap stamped RGEC) at the East line of a 20.00 foot City of San Juan Utility Easement (Document No. 1277962, O.R.H.C.) for the Northeast corner of this tract of land;

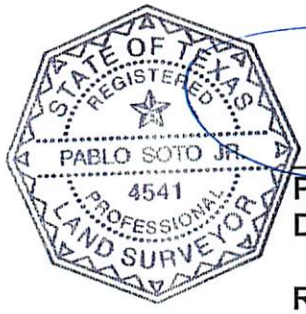
THENCE, South 08 degrees 35 minutes 00 seconds West, with the existing East line of said City of San Juan Utility Easement, a distance of 31.53 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for an exterior corner of this tract of land;

THENCE, South 82 degrees 09 minutes 20 seconds West, with a clip, a distance of 30.62 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the existing East 30.00 foot line of Hidalgo County Irrigation District No. 2 Drainage Easement for an interior corner of this tract of land;

THENCE, South 08 degree 35 minutes 00 seconds West, with the existing East line of said Hidalgo County Irrigation District No. 2 Drainage Easement, a distance of 1259.81 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the existing North Right of Way line of Minnesota Road for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 00 seconds West, with the existing North Right of Way line of said Minnesota Road, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing **0.472** of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 10-11-2011

Revised: 6/25/12

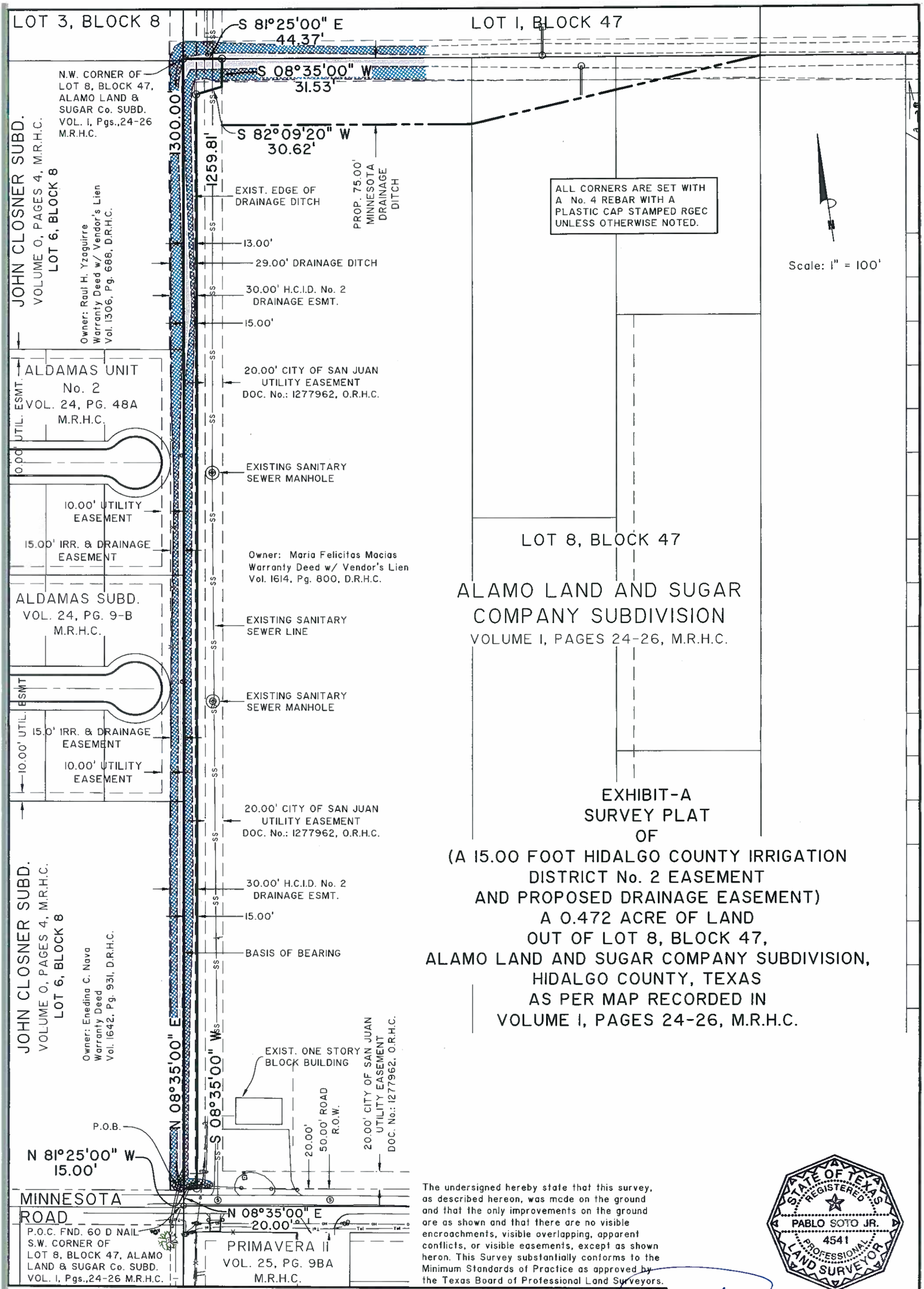


EXHIBIT-A
SURVEY PLAT
OF
(A 15.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No. 2 EASEMENT AND PROPOSED DRAINAGE EASEMENT) A 0.472 ACRE OF LAND OUT OF LOT 8, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, M.R.H.C.

The undersigned hereby state that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown heron. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 10-11-2011 Revised: 6/25/12

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

JOB No.: ENG09.001	DATE: OCT. 11, 2011
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm #486 • Surveying Firm #101650

EXHIBIT-A
SURVEY PLAT
OF
(PARCEL-19)
A 0.435 – OF AN ACRE OF LAND
OUT OF THE EAST 186 FEET OF THE
NORTH 1170 FEET OF LOT 7, BLOCK 8,
JOHN CLOSNER et. al. SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 0, PAGE 4, M.R.H.C.

Being a 0.435 of an acre of land out of the East 186 feet of the North 1170 feet of Lot 7, Block 8, John Closner et. al. Subdivision, Hidalgo County, Texas, as per map recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas. Said East 186 of the North 1170 is vested to David Alvarez from Guadalupe Alvarez by virtue of a Warranty Deed dated December 02, 2005 as recorded in Document No. 1560057, Official Records of Hidalgo County, Texas. Said 0.435 of an acre of land being more particularly described by metes and bounds follows;

Commencing at a cotton picker spindle found at the Northeast corner of Lot 7, Block 8, John Closner et. al. Subdivision (as recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas); **Thence** South 08 degrees 25 minutes 18 seconds West, with the East line of Lot 7, Block 8, John Closner et. al. Subdivision (as recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas), a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the existing South Right of Way line of Minnesota Road for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, continuing, South 08 degrees 25 minutes 18 seconds West, with the East line of said Lot 7, Block 8, a distance of 1150.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

THENCE, North 81 degrees 31 minutes 00 seconds West, a distance of 15.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the existing West line of the Hidalgo County Irrigation District No. 2 Irrigation Easement for the Southwest corner of this tract of land;

THENCE, North 08 degrees 25 minutes 18 seconds East, with the existing West line of said Hidalgo County Irrigation District No. 2 Irrigation Easement, a distance of 680.25 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for an interior corner of this tract of land;

THENCE, North 81 degrees 31 minutes 00 seconds West, a distance of 171.73 feet to a No. 4 found at the Southeast corner of Lot 8, Sunset Estates (Volume 26, Page 43, M.R.H.C.) for an outer corner of this tract of land;

THENCE, North 08 degrees 29 minutes 00 seconds East, with the East line of said Lot 8, Sunset Estates, a distance of 10.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC), for an outer corner of this tract of land;

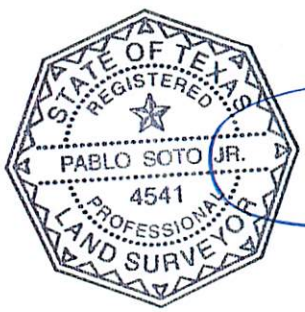
THENCE, South 81 degrees 31 minutes 00 seconds East, a distance of 171.72 feet to a No. 4 rebar set (with a plastic cap stamped RGEC), at the existing West line of said Hidalgo County Irrigation District No. 2 Irrigation Easement for an interior corner of this tract of land;

THENCE, North 08 degrees 25 minutes 18 seconds East, with the existing West line of said Hidalgo County Irrigation District No. 2 Irrigation Easement, a distance of 459.75 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the existing South Right of Way line of said Minnesota Road, for the Northwest corner of this tract of land corner of this tract of land;

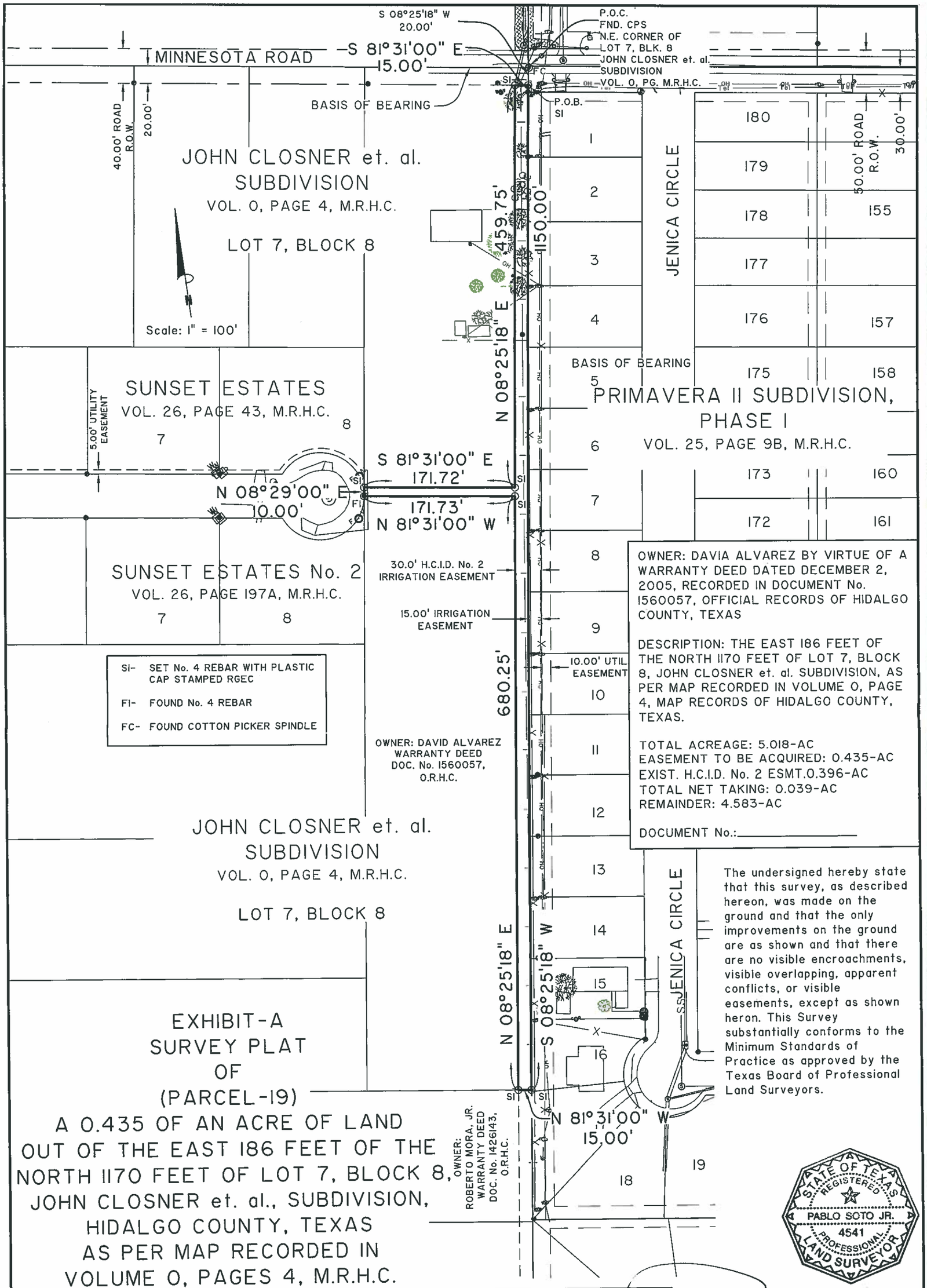
THENCE, South 81 degrees 31 minutes 00 seconds East, with the existing South Right of Way line of said Minnesota Road, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 0.435 of an acre of land of which 0.396 of an acre lies within the existing Hidalgo County Irrigation District No. 2 Irrigation Easement and leaving a **Proposed Net Taking** of 0.039 of an acre of land, more or less.

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I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 8/9/12



OWNER: DAVIA ALVAREZ BY VIRTUE OF A WARRANTY DEED DATED DECEMBER 2, 2005, RECORDED IN DOCUMENT No. 1560057, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS

DESCRIPTION: THE EAST 186 FEET OF THE NORTH 1170 FEET OF LOT 7, BLOCK 8, JOHN CLOSNER et. al. SUBDIVISION, AS PER MAP RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 5.018-AC
EASEMENT TO BE ACQUIRED: 0.435-AC
EXIST. H.C.I.D. No. 2 ESMT.0.396-AC
TOTAL NET TAKING: 0.039-AC
REMAINDER: 4.583-AC

DOCUMENT No.:_____

The undersigned hereby state that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown heron. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

EXHIBIT-A
SURVEY PLAT
OF
(PARCEL-19)

A 0.435 OF AN ACRE OF LAND OUT OF THE EAST 186 FEET OF THE NORTH 1170 FEET OF LOT 7, BLOCK 8, JOHN CLOSNER et. al., SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 0, PAGES 4, M.R.H.C.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 8/9/12

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

JOB No.: ENG09.001	DATE: 08-08-2012
DRAWN BY: RG	PAGE: 3 OF 3

Katia Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Thursday, September 13, 2012 7:14 AM
To: 'Katia Garcia'
Subject: RE: ROW Consent Agreement - Minnesota Drainage Project

I have reviewed.

From: Katia Garcia [mailto:katia.garcia@co.hidalgo.tx.us]
Sent: Wednesday, September 12, 2012 5:16 PM
To: 'Steve Crain'
Cc: 'Jaime Salinas'; raul.silguero@co.hidalgo.tx.us; 'Raul Lozano'
Subject: ROW Consent Agreement - Minnesota Drainage Project

Mr. Crain,

We will be placing an item on the agenda (AI-34202) for next CC meeting of 9/18/12 for the approval of the attached Right of Way Consent Agreement for the Minnesota Drainage Project.

We would like to request legal counsel's review and approval so we may attach as backup to the agenda item.

Thank you,

Katia Garcia
Accountant III
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, TX 78589
(956) 787-1891 Ext. 2027

STATE OF TEXAS §
§
§
COUNTY OF HIDALGO §

RIGHT OF WAY CONSENT AGREEMENT

This Agreement is entered into effective the ____ day of _____, 2012 by and between **HIDALGO COUNTY IRRIGATION DISTRICT NO. 2**, (the "District") and the **COUNTY OF HIDALGO** (the "County") as follows:

WHEREAS, District owns a right of way the legal description of which is more particularly described in Exhibit "A" attached hereto (the "ROW"), and the County desires to make certain drainage improvements within a portion of the ROW; and

WHEREAS, the County desires to obtain the consent from the District to use a portion of the ROW for the purpose of installation, construction, repair and maintenance of a drainage pipeline, and District has no objection to County's use according to the terms hereof; and

WHEREAS, in consideration of District agreeing to this Agreement County agrees at County's expense to replace District's water irrigation pipeline that lies within the boundaries of the ROW with a fifteen (15) inch water irrigation pipeline in accordance with the terms hereof; and

WHEREAS, the parties desire to enter into this Agreement in order to set forth the terms and conditions of their agreement in this respect.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the County and District that County may use the ROW described above for the purposes expressed under the terms, conditions and covenants as follows:

1. District hereby consents to the use by the County of the portion of the ROW described on Exhibit "B" attached hereto for the installation, construction, repair

and maintenance of drainage improvements consisting of a drain line subject to District's approval of the plans and specifications of the installation prior to the construction thereof and District's acceptance of the construction following completion thereof.

2. In consideration of the District's agreement to allow the County to utilize the ROW, County shall replace at County's expense District's existing irrigation water pipeline located solely within the boundaries of the ROW with a fifteen (15) inch irrigation water pipeline, subject to District's approval of plans and specifications of the installation and location of the replacement pipeline prior to the installation, thereof, and acceptance of the construction following completion thereof. Upon completion and acceptance by the District of the replacement of such irrigation water pipeline, District shall repair and maintain when necessary as determined by the District at District's expense such replaced irrigation water pipeline, District agrees County shall have no responsibility to repair, replace, reconstruct or maintain such fifteen (15) inch irrigation water pipeline constructed by County. Provided, however, in the event that repairs are required to the pipeline within one (1) year of completion of construction thereof, and such repair is not commenced by the contractor or County within three (3) days after written notice by the District to the County, then District shall be authorized to make such repairs and County shall reimburse District such reasonable expenses incurred by District in making such repairs.

3. County agrees that if its use of the ROW interferes with District's use of the ROW it shall cease such use and/or be responsible for all costs including attorney fees, engineer's fees and construction costs reasonably incurred by the District, and shall alter or modify its facilities in such a manner to remove such interference all at its sole expense.

4. In the event it is necessary for the County to alter, modify, or add to the facilities presently located within the ROW, County agrees to notify District at least sixty (60) days prior to any such activity and furnish necessary plans, specifications, and sketches showing the location and type of construction which shall be subject to District's approval thereof prior to construction, and acceptance of construction following completion thereof. Any such alterations, modifications, or additions shall be at the sole expense of the County and in the event it is necessary to relocate, alter, or modify the District's improvements situated within the ROW, the County shall pay for all reasonable costs necessarily incurred by the District in relocating or altering their improvement to accommodate the new alterations, modifications, or additions to the improvements situated within the ROW, and shall reimburse the District for any expenses reasonably incurred by the District, including attorney fees, engineering fees and reasonable administrative fees.

5. This Agreement shall remain in effect so long as the District maintains use of the ROW for irrigation and related drainage purposes or is terminated by mutual agreement of the parties, whichever event occurs sooner.

6. To the extent allowed by law, District shall not be liable or responsible for, and shall be saved and held harmless by County from and against any and all third party claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the operations of County under this Agreement. This indemnity shall survive termination or expiration of this Agreement.

7. To the extent allowed by law, County shall not be liable or responsible for, and shall be saved and held harmless by District from and against any and all third party claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the operations of District under this Agreement. This indemnity shall survive termination or expiration of this Agreement.

8. District shall have full use of its ROW except as limited by this Agreement and shall not be liable or responsible to County for any damages to County's facilities caused by its use unless such use negligently causes damage to the County's facilities.

9. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, reflecting the subject matter hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and County, and not otherwise.

12. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to District: Hidalgo County Irrigation District No. 2
Attention: Manager
P.O Box 6
San Juan, Texas 78589

If to County: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. Assignment. This Agreement shall not be assignable.

17. Headings. The heading and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

18 Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

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

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

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

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

_____

Allen Arnold, Board President

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, County Clerk

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this ____ day of _____, 2012, by Allen Arnold, in the capacity therein stated, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this ____ day of _____, 2012, by Ramon Garcia, in the capacity therein stated, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

AI-34238 **Precinct #3 20. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct #3 Road Maintenance (1200):
1. Approval to create the following temporary full-time position, not to exceed six (6) months and/or 12/31/2012:

Slot No.	Position Title	Budgeted Salary
T090	Office Clerk	$18,720.00

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-123-005-0-113

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

BUDGETARY IMPACT:

AVAILABLE FUNDS FROM LAPSED SALARIES. SEE ATTACHED SALARY ANALYSIS.

Attachments

SALARY ANALYSIS
SALARY SCHEDULE
fiscal note
job description
transfer
PARS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 02:26 PM
Rosalinda Cantu	Rosie Cantu	09/14/2012 04:53 PM
Sylvia Solis	Sylvia Solis	09/14/2012 05:07 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Nereida Garza Started On: 09/14/2012 11:01 AM

Final Approval Date: 09/14/2012

Pct No. 3

SALARIES ANALYSIS WORKSHEET

9/14/2012

Acct No: 2-1200-431-00-123-005-0-XXX
Acct Name: PCT 3 ROAD MAINTENANCE

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular F/Time Employees	$2,518,741.00	$96,874.65	9.1	$881,559.35	$1,090,996.75	**$209,437.40**
TOTAL		**$2,518,741.00**	**$96,874.65**	**-**	**$881,559.35**	**$1,090,996.75**	**$209,437.40**

DBM-rc

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-123-005-0-

PCT3 RD MAINT

AI - 34238

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR				$84,357.00	$84,357.00	$480.00	$0.00	$0.00	$0.00	$0.00	$84,837.00
0002	113	COORDINATOR				$80,982.00	$80,982.00	$1,382.39	$0.00	$0.00	$0.00	$0.00	$82,364.39
0003	113	EXECUTIVE ASST				$62,986.00	$62,986.00	$668.67	$0.00	$0.00	$0.00	$0.00	$63,654.67
0004	113	FIELD OPERATIONS DIRECTOR				$60,737.00	$60,737.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$61,757.00
0005	113	ASSISTANT FIELD OPERATIONS DIRECTOR				$54,600.00	$54,600.00	$539.85	$0.00	$0.00	$0.00	$0.00	$55,139.85
0006	113	ASSISTANT FIELD OPERATIONS DIRECTOR				$51,739.00	$51,739.00	$300.00	$0.00	$0.00	$0.00	$0.00	$52,039.00
0007	113	ADMIN AIDE				$45,443.00	$45,443.00	$480.00	$0.00	$0.00	$0.00	$0.00	$45,923.00
0008	113	PAVING SUPVSR				$43,363.00	$43,363.00	$600.00	$0.00	$0.00	$0.00	$0.00	$43,963.00
0009	113	COMM LIAISON				$41,081.00	$41,081.00	$300.00	$0.00	$0.00	$0.00	$0.00	$41,381.00
0010	113	MECHANIC III				$42,000.00	$42,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$42,720.00
0011	113	MAINTENANCE III				$37,800.00	$37,800.00	$600.00	$0.00	$0.00	$0.00	$0.00	$38,400.00
0013	113	HEAVY EQUIPMENT OPERATOR III				$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0014	113	HEAVY EQUIPMENT OPERATOR III				$33,600.00	$33,600.00	$960.00	$0.00	$0.00	$0.00	$0.00	$34,560.00
0015	113	HEAVY EQUIPMENT OPERATOR III				$33,600.00	$33,600.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$34,920.00
0016	113	HEAVY EQUIPMENT OPERATOR II				$33,600.00	$33,600.00	$840.00	$0.00	$0.00	$0.00	$0.00	$34,440.00
0017	113	HEAVY EQUIPMENT OPERATOR II				$33,600.00	$33,600.00	$480.00	$0.00	$0.00	$0.00	$0.00	$34,080.00
0018	113	HEAVY EQUIPMENT OPERATOR II				$33,600.00	$33,600.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,900.00
0019	113	HEAVY EQUIPMENT OPERATOR II				$33,600.00	$33,600.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,620.00
0020	113	HEAVY EQUIPMENT OPERATOR II				$33,600.00	$33,600.00	$660.00	$0.00	$0.00	$0.00	$0.00	$34,260.00
0022	113	HEAVY EQUIPMENT OPERATOR III				$33,600.00	$33,600.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,900.00
0023	113	TRUCK DRIVER II				$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0024	113	SUPERVISOR				$35,700.00	$35,700.00	$840.00	$0.00	$0.00	$0.00	$0.00	$36,540.00
0026	113	TRUCK DRIVER II				$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0027	113	TRUCK DRIVER II				$32,000.00	$32,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$32,360.00
0030	113	MECHANIC II				$28,796.00	$28,796.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,796.00
0031	113	INVOICE CLERK				$28,484.00	$28,484.00	$386.20	$0.00	$0.00	$0.00	$0.00	$28,870.20
0032	113	TRUCK DRIVER II				$32,000.00	$32,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$32,420.00
0033	113	TRUCK DRIVER III				$32,000.00	$32,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$32,360.00
0034	113	TRUCK DRIVER II				$32,000.00	$32,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,720.00
0035	113	TRUCK DRIVER II				$32,000.00	$32,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,720.00
0037	113	MAINTENANCE II				$28,366.00	$28,366.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,366.00
0038	113	MAINTENANCE II				$28,186.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0039	113	TRUCK DRIVER I				$33,600.00	$33,600.00	$720.00	$0.00	$0.00	$0.00	$0.00	$34,320.00
0040	113	MAINTENANCE I				$30,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0041	113	TRF SA/SPC II				$28,116.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0042	113	MAINTENANCE I				$28,000.00	$28,000.00	$840.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0043	113	HEAVY EQUIPMENT OPERATOR III				$28,000.00	$28,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$28,720.00
0044	113	TRUCK DRIVER I				$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0046	113	MAINTENANCE III				$28,000.00	$28,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,360.00
0047	113	TRUCK DRIVER II				$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0049	113	TRF SA/SPC II				$28,000.00	$28,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,480.00
0050	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0051	113	MAINTENANCE I				$28,000.00	$28,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,540.00
0053	113	CUSTODIAN				$28,000.00	$28,000.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,600.00
0054	113	HEAVY EQUIPMENT OPERATOR II				$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	113	MAINTENANCE I				$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-123-005-0-

PCT3 RD MAINT

AI - 34238

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0056	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0057	113	MAINTENANCE I				$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0058	113	MAINTENANCE I				$28,000.00	$28,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,360.00
0059	113	MAINTENANCE I				$28,000.00	$28,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,360.00
0060	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0061	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0062	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0063	113	TIRE REPAIR				$30,000.00	$30,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,300.00
0067	113	WELDER				$32,760.00	$32,760.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,760.00
0072	113	HEAVY EQUIPMENT OPERATOR III				$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0074	113	HEAVY EQUIPMENT OPERATOR III				$28,000.00	$28,000.00	$780.00	$0.00	$0.00	$0.00	$0.00	$28,780.00
0075	113	HEAVY EQUIPMENT OPERATOR III				$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0076	113	TRUCK DRIVER III				$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0077	113	HUMAN RESOURCES COORDINATOR II			$0.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0078	113	MAINTENANCE II			$0.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0079	113	ASSISTANT FIELD OPERATIONS DIRECTOR			$0.00	$51,739.00	$51,739.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51,739.00
0080	113	HEAVY EQUIPMENT OPERATOR I			$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0081	113	HEAVY EQUIPMENT OPERATOR I			$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0082	113	RIGHT OF WAY AGENT V			$0.00	$54,526.00	$54,526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,526.00
0083	113	RIGHT OF WAY AGENT V			$0.00	$62,475.00	$62,475.00	$0.00	$0.00	$0.00	$0.00	$0.00	$62,475.00
0084	113	TRUCK DRIVER III			$0.00	$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0085	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR				$40,425.00	$40,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,425.00
0086	113	MAINTENANCE I				$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00
0087	113	CLERK III			$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0088	113	CLERK III			$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T089	121	OFFICE CLERK			$0.00	$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
T090	**121**	**CREATE THE FOLLOWING POSITION:** ↓ **OFFICE CLERK**			**$0.00**	**$18,720.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				TOTAL	$0.00	$2,556,181.00	$2,307,159.00	$23,137.11	$0.00	$0.00	$0.00	$0.00	$2,330,296.11

PERSONNEL ACTION HIGHLIGHTED ABOVE PENDING CC APPROVAL.

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.

Agenda Item: 34238

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, September 18, 2012

Summary of request/proposal:
PCT 3 ROAD MAINTENANCE (1200):
Approval to create the following temporary full time position(s):

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1200	OFFICE CLERK	T090	121	-	-	0.00	-	-	18,720.00	18,720.00
			TOTAL	-	-	0.00	-	-	18,720.00	18,720.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
2-1200-431-00-123-005-0-	121	PCT3 RD MAINT-	TEMP F/T EMPLOYEES	$5,522.76
2-1200-431-00-123-005-0-	211	PCT3 RD MAINT-	HEALTH INSURANCE	$0.00
2-1200-431-00-123-005-0-	212	PCT3 RD MAINT-	LIFE INSURANCE	$0.00
2-1200-431-00-123-005-0-	220	PCT3 RD MAINT-	FICA	$422.49
2-1200-431-00-123-005-0-	230	PCT3 RD MAINT-	RETIREMENT	$0.00
2-1200-431-00-123-005-0-	250	PCT3 RD MAINT-	UNEMPLOYMENT COMP	$27.61
2-1200-431-00-123-005-0-	260	PCT3 RD MAINT-	WORKER'S COMP	$0.00
			2012 BUDGETARY IMPACT:	$5,972.86

2013 Budgetary Impact: N/A

Possible Funding Sources: **WITHIN DEPT BUDGET (ROAD MAINTENANCE)- LAPSED FUNDS IN OBJECT CODE 113**

Comments:

HIDALGO COUNTY
ROAD & BRIDGE PAVED/UNPAVED

Job Title: Office Clerk **FLSA Status:** Non-Exempt

Dept No: 422-123 **Civil Service Status:** Exempt

SUMMARY:
Answers telephone, performs light clerical duties, greets and routes walk-ins clients.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Answers telephones and directs phone calls to appropriate staff member; takes messages as required;
- Greets visitors and directs them to proper location;
- Maintains daily activity log sheets;
- Performs light clerical work such as typing, filing and envelope stuffing;
- May be required to attend meetings from time to time and work extra work hours as deemed necessary;
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock;
- Regular attendance is a must;
- Ability to work well with others;

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE
- High School Diploma or GED;
- Should have experience as a receptionist, strong telephone skills and log-keeping;

CERTIFICATES, LICENSES, REGISTRATIONS
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier;

OTHER SKILLS AND ABILITIES
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone;

- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred;
- Knowledge of personal computer and software;
- May be required to utilize personal automobile on office related business;

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:
- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:
- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:
- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:
- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 14, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Comm. Pct 3

ACCOUNT NUMBER: 2-1200-431-00-123-005-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
113	Regular Full-Time	121	Temp Full-Time Employees	$ 5,522.76
			TOTAL	**$ 5,522.76**

REASON: TRANSFER TO FUND THE PRORATED SALARIES OF ONE (1) NEW TEMP FULL-TIME POSITION, SLOT NO. 0090. NOT NECESSARY TO TRANSFER TO FRINGE BENEFITS OBJECT CODES; THERE ARE SUFFICIENT LASPED FUNDS IN THOSE OBJECT CODES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

RECEIVED
SEP 1 4 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Precinct #3 (2-1200-431-00-123-005.0 **DATE:** 9-12-12

CURRENT POSITION TITLE: **CURRENT SLOT. #:** T0090

REQUESTED POSITION TITLE: Office Clerk
(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: $ _____ (Current Budgeted Salary) $ 18,720.00 (Proposed Budgeted Salary) $ $18,720.00 (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 ☐ 9.00

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☑ $ 18,720.00

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

10-1-12	3-31-13	5 day 8:00AM to 5:00 PM	40	6 Months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

there is a great need for office clerk due to the clerical workload at this department.

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

Job Description Attached

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/13/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	9.14.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/17/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-34031 **Precinct #4 21. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by the County Auditor:

Invoice #	Vendor	Description	Amount
10013641-0512	The Monitor	Ex Advertisement for "Pit-Run Caliche Base"	$967.60
10013641-0612	The Monitor	Ex Advertisement for Hauling Services for all Rd Material	$967.60
10013641-0712	The Monitor	Ex Advertisement for "New Multi-Purpose Facility"	$1,670.80

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-540

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

BUDGETARY IMPACT:

PO # 677364 Invoice No. 10013641-0512
PO # 678491 Invoice No. 10013641-0612
Available funds as of 09/04/12

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-07X-0-720

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

BUDGETARY IMPACT:

PO # 679121 Invoice No. 10013641-0712

Available funds as of 09/04/12
Program 078 balance $835.40
Program 075 balance $835.40

Attachments

Claim- The Monitor

Claim 2- The Monitor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 03:56 PM
Manuel Chapa	Manuel Chapa	09/06/2012 03:12 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Veronica Lopez Started On: 09/04/2012 09:47 AM

Final Approval Date: 09/14/2012

NTY of HIDALGO



EDINBURG, TEXAS 78539

IDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 07/17/2012

TO: TONIE MORENO

DEPARTMENT: (124) COMMISSIONER, PRECINCT 4

FROM: Keta Zambrano

PHONE: ()--95 ext 6318

REFERENCE: THE MONITOR Invoice #10013641-0512

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #10013641-0512*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

RECEIVED BY
COUNTY AUDITOR
JUL 24 AM 9 05

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☑ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☑ NEEDS CORRECTION(S): INVOICE IS DATED BEFORE THE PO DATE APPROVAL.
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☐ COMMENTS / RECOMMENDATION:

I was Not aware of Advertisment as they are placed ON By purchasing. I requested P.O. Once I got the Law.

Mary. 7-24-12

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

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.

FREEDOM COMMUNICATIONS OF SOUTH TEXAS

REMIT TO
The Monitor
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 10013641 BALANCE DUE $967.60 CHECK NO. _____

MKT. CONSULTANT LIZ FLORES DEPARTMENT MML AMOUNT PAID _____

HIDALGO COUNTY PRC 4
1051 DOOLITTLE
EDINBURG, TX 78539-8600

Advertising Invoice

INVOICE DATE	INVOICE NO.
5/31/2012 ?	10013641-0512

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVER
10013641 (1)	$967.60	$0.00	$0.00	$0.00

DATE	REF #	DESCRIPTION	UNITS	AMOUNT
05/01/12	AGING	*BALANCE FORWARD*		1,436.40
05/02/12	1050238	9000-MM Retail Payment CS\CK		1,436.40-
1 05/19/12 (2)	95110855	3011-MM Class Legal and Internet *RFB-PIT RUN CALICHE BASE*	16.00	498.80
2 05/26/12	95110855	3010-MM Classified Legal *RFB-PIT RUN CALICHE BASE*	16.00	468.80

TWO ENTRIES

RECEIVED BY COUNTY AUDITOR
2012 JUL 24 PM 2 22

HIDALGO COUNTY PCT. #4
RECEIVED BY
JUN 06 2012
RUMALDO MUNOZ JR
EDINBURG TEXAS 78541

RECEIVED BY COUNTY AUDITOR
2012 JUL 11 PM 2 22

N/C

INVOICE RECEIVED BY: Lonie Moreno on 6-6-12
GOODS/SERVICES RECEIVED BY: Rumaldo Munoz Jr on 5-31-12

2 1200 431-00-124-007-0 540
Pct. # 888
Pur. Req. # 217160
P.O. # 0777364

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE DUE
$1,436.40	(±)	$967.60	-	$1,436.40	=	$967.60

THE MONITOR · CURRENT Weekly · TOWN CRIER · ISLAND BREEZE · STAR · RGV Guidebooks · FREEDOM FLYERS · The Herald · El Nuevo Herald · el extra · LA FRONTERA

Phone: 956-683-4000
Fed ID# 74-1157766

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

#10013641 - Hidalgo Co. Pct. 4 - 95110855

THE MONITOR

RECEIVED BY
COUNTY AUDITOR
2012 JUL 24 AM 9 05

HIDALGO COUNTY
RECEIVED BY
JUN 06 2012
RUMALDO MUNOZ JR
EDINBURG TEXAS

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

MERCEDES CONTRERAS, being duly sworn on her oath states that she is the Account Representative of ***THE MONITOR*** and that the attached notice appeared in the following issues:

May 19 & 26, 2012

Mercedes Contreras

Subscribed and sworn to before me this 29th of May A.D. 2012

Norma I. Perez

Notary Public, Hidalgo County

NOTARY PUBLIC STATE OF TEXAS
Norma I Perez
My Commission Expires
09/22/2015

REQUEST FOR BIDS

TO SUPPLY THE COUNTY OF HIDALGO with sealed **BIDS for "PIT RUN CALICHE BASE" for Hidalgo County Precinct No. 4.**

Bid Packets may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626, request via e-mail to sandy.suarez@co.hidalgo.tx.us or may be picked up at the Hidalgo County Purchasing Department, with a **physical location of: 2802 S. Business Hwy. 281, (Southeast Corner of Canton & Business Highway 281) Hidalgo County New Administration Building, Edinburg, Texas 78539.**

UPON SUBMITTING SEALED BIDS, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. 2012-103-06-06-SGS- "PIT RUN CALICHE BASE" - HIDALGO COUNTY PRECINCT NO.4.** on the lower left hand comer of sealed **envelope/and or packet. OVERNIGHT MAIL MUST BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed must contain **ONE (1) ORIGINAL and THREE (3) COPIES** of bids and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

US Postal Mail/Courier Address:	Physical Location:
2812 S. Business Hwy. 281	2802 S. Business Hwy. 281
New Administration Building	New Administration Building
Edinburg, Texas 78539	(Southeast Corner of Canton Rd & Business 281)
	Edinburg, Texas 78539

SEALED BIDS will be accepted until 9:30 A.M. ON WEDNESDAY, JUNE 06, 2012, at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at the **PHYSICAL LOCATION: 2802 S. BUSINESS HWY. 281 NEW ADMINISTRATION BUILDING, EDINBURG, TEXAS 78539. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB's RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all fonnalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS ON THIS, 15TH DAY OF MAY, 2012.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS@1-866-HCR-SAFE- or 1-866-427-7233

Purchase Order

COUNTY OF HIDALGO

PO#: 677364

DATE: ?06/29/12

VENDOR: 37702 REQ:00217460
FAX (956)683-4301 Email:
Phone:(956)683-4000
THE MONITOR
1400 E NOLANA
McALLEN TX 78502
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: COMMISSIONER, PRECINCT 4

Special Instructions: PCT. REQ. #0888

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER Inv# 10013641-0512		
1	LOT	EX ADVERTISMENT FOR "PIT-RUN CALICHE BASE" REF.# 95110855	967.60	967.60
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		967.60
		********** For Hidalgo County use only **********		
		2-1200-431-00-124-007-0-540 967.60		
		Approved		

Authorized by: Martha L. Salazar

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY		**DATE:**	**08/14/2012**
TO:	**Rumaldo Muñoz**	**DEPARTMENT:**	**(124) COMMISSIONER, PRECINCT 4**
FROM:	**Keta Zambrano**	**PHONE:**	**()--95 ext 6318**
REFERENCE:	**AIM MEDIA TEXAS OPERATING, LLC Invoice #10013641-0612**		

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #10013641-0612*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☑ **NEEDS APPROVAL OF: Invoice is dated 6/30/12 but PO request was approved on 7/24/12. As service was provided before requisition was approved, invoice has to go through CC to be approved. Please place on agenda as soon as possible due to vendor accounts being put on hold for other departments too.**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☐ **COMMENTS / RECOMMENDATION:**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

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.

AIM MEDIA TEXAS

REMIT TO:
The Monitor
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 10013641 BALANCE DUE $1,935.20 CHECK NO. _____

MKT. CONSULTANT LIZ FLORES DEPARTMENT MML AMOUNT PAID _____

HIDALGO COUNTY PRC 4
1051 DOOLITTLE
EDINBURG, TX 78539-8600

Advertising Invoice

INVOICE DATE	INVOICE NO.
6/30/2012	10013641-0612

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVER
10013641	$967.60	$967.60	$0.00	$0.00

DATE	REF #	DESCRIPTION	UNITS	AMOUNT
06/01/12	AGING	*BALANCE FORWARD*		967.60
06/02/12	95110952	3011-MM Class Legal and Internet *HAULING SERVICES FOR ALL RD MA*	16.00	498.80
06/09/12	95110952	3010-MM Classified Legal *HAULING SERVICES FOR ALL RD MA*	16.00	468.80

915 71

2-1200 431-00-124-007-0- 540
Pct. # 1073
Pur. Req. # 219378
P.O. # 678491

Invoice Received By:
Doris Moore on 7-12-12
Goods/Services Received By:
Rolando Munoz on 6-30-12

HIDALGO COUNTY PCT.#4 RECEIVED BY TM JUL 12 2012
RECEIVED BY COUNTY AUDITOR JUL 12 2012 AM 10:27
EDINBURG, TEXAS 78542

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE DUE
$967.60	(+)	$967.60	-	$0.00	=	$1,935.20

THE MONITOR · CURRENT · TOWN CRIER · ISLAND BREEZE · VALLEY MORNING STAR · RGV Guidebooks · FREEDOM FLYERS · The Herald · El Nuevo Heraldo · el extra · La FRONTERA

Phone: 956-683-4000
Fed ID# 45-5484496

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

#10013641 - Hidalgo Co. Pct. #4 - 95110952

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

MERCEDES CONTRERAS, being duly sworn on her oath states that she is the Account Representative of ***THE MONITOR*** and that the attached notice appeared in the following issues:

June 2 & 9, 2012

Mercedes Contreras

Subscribed and sworn to before me this 12th of June A.D. 2012

Norma L. Perez

Notary Public, Hidalgo County

NOTARY PUBLIC STATE OF TEXAS
Norma I Perez
My Commission Expires
09/22/2015

REQUEST FOR BIDS

TO SUPPLY THE COUNTY OF HIDALGO with sealed BIDS for **"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)" for Hidalgo County Precinct No. 4.**

Bid Packets may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626, request via e-mail to sandy.suarez@co.hidalgo.tx.us or may be picked up at the Hidalgo County Purchasing Department, with **a physical location of: 2802 S. Business Hwy. 281, (Southeast Corner of Canton & Business Highway 281) Hidalgo County New Administration Building, Edinburg, Texas 78539.**

UPON SUBMITTING SEALED BIDS, bidders are required to properly identify (handwritten, typed or printed) sealed envelope andlor packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope andlor package and **Bid No. 2012-105-06-20-SGS-"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"-HIDALGO COUNTY PRECINCT NO. 4.** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed must contain **ONE (1) ORIGINAL and THREE (3) COPIES** of bids and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

US Postal Mail/Courier Address:	**Physical Location:**
2812 S. Business Hwy. 281	**2802 S. Business Hwy. 281**
New Administration Building	**New Administration Building**
Edinburg, Texas 78539	**(Southeast Corner of Canton Rd & Business 281)**
	Edinburg, Texas 78539

SEALED BIDS will be accepted until **9:30 A.M. ON WEDNESDAY, JUNE 20, 2012,** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at the **PHYSICAL LOCATION: 2802 S. BUSINESS HWY. 281 NEW ADMINISTRATION BUILDING, EDINBURG, TEXAS 78539. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB's RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

THE COUNTY reserves the right to refuse and reject anylall bids and to waive anylall formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS ON THIS, 29TH DAY OF MAY, 2012.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS@1-866-HCR-SAFE- or 1-866-427-7233

HIDALGO COUNTY PCT.#4
RECEIVED BY
JUL 12 2012
EDINBURG, TEXAS 78542

AIM MEDIA TEXAS

AIM Media Texas Closes on Acquisition of Texas Newspapers from Freedom Communications

DALLAS, TX, June 21, 2012 – AIM Media Texas, LLC ("AIM" or the "Company") announced today that it has closed on the acquisition of the Texas print and online newspaper publishing assets from Freedom Communications, Inc. ("Freedom"), of Irvine, California.

Terms of the transaction were not disclosed. In conjunction with the transaction, AIM announced that all Freedom employees at the publications in Texas will continue in their respective jobs and positions with the new Company.

The publications and affiliated web-sites included in the transaction include daily newspapers in McAllen (*The Monitor* and www.themonitor.com), Harlingen (*Valley Morning Star* and www.valleymorningstar.com), Brownsville (*The Brownsville Herald* and www.brownsvilleherald.com), Brownsville (*El Nuevo Heraldo* and www.elnuevoheraldo.com) and Odessa (*Odessa American* and www.oaoa.com); one 2X-weekly in Weslaco (*Mid-Valley Town Crier* and www.midvalleytowncrier.com); one weekly serving South Padre Island and Port Isabel (*Coastal Current* and www.spislandbreeze.com); and, a variety of other weekly and monthly publications and related web-sites.

"We look forward to instilling a renewed and reinvigorated local focus and local concentration at these significant local institutions," said Jeremy L. Halbreich, Chairman and CEO of AIM and the former Chairman and CEO of Sun-Times Media LLC (Chicago), former Founder, Chairman, President & CEO of American Consolidated Media (Dallas), and former President and General Manager of *The Dallas Morning News*. "It will be our intent to provide the support, guidance and direction necessary for our new associates to engage their local audiences and set the civic agenda and discourse in both online and print for the communities they serve," Halbreich added. "These are important, impactful and attractive businesses in an extraordinary group of towns in Texas including Odessa and all the local communities across the Rio Grande Valley."

Akin Gump Strauss Hauer & Feld LLP acted as legal advisors, Sanders & Company LLC acted as tax advisors and Huselton Morgan & Maultsby PC acted as finance and accounting advisors to the Company.

About AIM Media Texas, LLC

AIM Media Texas, LLC is an acquisition entity formed by Halbreich for the purpose of purchasing the print and online publishing assets in Texas from Freedom Communications. The new operating company's headquarters will be in McAllen, Texas and it will be managed by AIM Media Texas Management of Dallas, Texas where Halbreich serves as Chairman and CEO and William R. ("Rick") Starks serves as President and COO.

The Company focuses on local content across all forms of media including print, online and video.

The Company recognizes the value and benefits that local news, information and advertising services bring to local communities and regional markets.

We are the leading information source in our communities. Through our demonstrated integrity and our dedicated and comprehensive approach to balanced and credible journalism, we earn the trust and support of local readers, viewers, businesses and advertisers.

For more information, please contact Jeremy L. Halbreich, Chairman and CEO, AIM Media Texas, LLC at 214-697-9779 or halbreich@amercomm.com.

Purchase Order

COUNTY OF HIDALGO

PO#: 678491

DATE: 07/24/12

VENDOR: 401374 REQ:00219378

Email:

Phone:(956)683-4000

AIM MEDIA TEXAS OPERATING, LLC
THE MONITOR
BUSINESS OFFICE
P.O. BOX 3267
MCALLEN TX 78502

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

Vendor Acct:

Special Instructions: PCT. REQ.# 1073

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER INV.# 10013641-0612		
1	LOT	EX ADVERTISMENT REF# 95110952 (6/2 & 9 /12) 3010-MM CLASSIFIED LEGAL AND INTERNET (HAULING SERVICES FOR ALL RD MATERIAL)	967.60	967.60
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		967.60
		********** For Hidalgo County use only **********		
		2-1200-431-00-124-007-0-540 967.60		
		Approved		

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 679121

DATE: 08/07/12

VENDOR: 401374 REQ:00220695

Email:

Phone:(956)683-4000

AIM MEDIA TEXAS OPERATING, LLC
THE MONITOR
BUSINESS OFFICE
P.O. BOX 3267
MCALLEN TX 78502

Vendor Acct:

Special Instructions:
PCT. REQ. #1180

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER INV# 10013641-0712		
1	EACH	EX ADVERTISMENT FOR 3011-MM CLASS LEGAL AND INTERNET "NEW MULTI-PURPOSE FACILITY (95102768) ON 7/14/2012 AND 7/21/2012	1,670.80	1,670.
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,670.
		********** For Hidalgo County use only **********		
		2-1342-431-00-124-075-0-720	835.40	
		2-1342-431-00-124-078-0-720	835.40	
		Approved ----------		
		inv# 10113641-0712		

AIM MEDIA TEXAS

REMIT TO:
AIM Media Texas
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 10013641 BALANCE DUE $3,606.00 CHECK NO. _____

MKT. CONSULTANT LIZ FLORES DEPARTMENT MML AMOUNT PAID _____

HIDALGO COUNTY PRC 4
1051 DOOLITTLE
EDINBURG, TX 78539-8600

Advertising Invoice

INVOICE DATE	INVOICE NO.
7/31/2012	10013641-0712

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVER
10013641	$1,670.80	$967.60	$967.60	$0.00

DATE	REF #	DESCRIPTION	UNITS	AMOUNT
07/01/12	AGING	*BALANCE FORWARD*		1,935.20
07/14/12	95102768	3011-MM Class Legal and Internet *NEW MULTI-PURPOSE FACILITY*	28.00	850.40
07/21/12	95102768	3010-MM Classified Legal *NEW MULTI-PURPOSE FACILITY*	28.00	820.40

2-1342 431-00-124-0750-720
Pct. # 1180
Pur. Req. # 00220695
P.O. # 679121 MM

2-1342 431-00-124-0750-720
Pct. # 1180
Pur. Req. # 00220695 MM
P.O. # 679121

Invoice Received By: MB on 8/6/12
Goods/Services Received By: R. Munoz on 8/31/12

RECEIVED BY AUG 06 2012 HIDALGO COUNTY PCT.#4

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE DUE
$1,935.20	(+)	$1,670.80	-	$0.00	=	$3,606.00

THE MONITOR · CURRENT · TOWN CRIER · ISLAND BREEZE · VALLEY MORNING STAR · RGV guidebooks · FREEDOM FLYERS · The Herald · El Nuevo Herald · el extra · LaFRONTERA

Phone: 956-683-4000
Fed ID# 45-5484496

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

#10013641 - Hidalgo Co. Pct. 4 - 95102768

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

Mercedes Contreras being duly sworn on his/her oath states that he/she is a Sales Representative of THE MONITOR and that the attached notice appeared in the following issues:

July 14, & 21, 2012.

Subscribed and sworn to before me this the 24th day of July A.D. 2012.

Notary Public, Hidalgo County

ELIZABETH D. FLORES
Notary Public, State of Texas
My Commission Expires
September 29, 2013

HIDALGO COUNTY PCT.#4
RECEIVED BY
AUG 06 2012
EDINBURG, TEXAS 78542

Invoice Received By:
_____on_____

REQUEST FOR SEALED BIDS (RFB) AND/OR SEALED PROPOSALS (CSP)

TO SUPPLY HIDALGO COUNTY with separate sealed bids and/o proposals respectively for the following Construction Projects:

Competitive Sealed Proposals (CSP) 2012-056B-08-01-MSS-HIDALGC COUNTY PRECINCT NO. 4- **"Construction of a New Multi-Purpos Facility and Mechanical Shop".**
Request for Sealed Bids (RFB) 2012-056C-08-01-MSS-HIDALGO COUNT PRECINCT NO. 4- **"Construction of a New Multi-Purpose Facility an Mechanical Shop-Civil Site Improvements"**

PROCUREMENT PACKETS may be obtained as follow:

Project No.	CSP NO.: 2012-056B-08-01-MSS
Project Description:	**HIDALGO COUNTY PRECINCT NO. 4-"Construction of a New Multi-Purpose Facility and Mechanical Shop'**
Plans Available at:	Project Architect- **ERO International, LLP** Eli R. Ochoa, PE, AIA 300 South 8th Street, McAllen, TX 78501 Ph. (956) 661-0400 FAX (956) 661-0401
Plans/Spec Deposit:	$150.00 (Refundable)
Project No.	RFB NO.: 2012-056C-08-01-MSS
Project Description:	**HIDALGO COUNTY PRECINCT NO. 4-"Construction of a New Multi-Purpose Facility and Mechanical Shop-Civil Site Improvements"**
Plans Available at:	Project Engineer- **Hidalgo County Planning Dept.** Raul Sesin, P.E. 1304 S. 25th St. Edinburg, TX 78539 Ph. (956) 318-2842
Plans/Spec Deposit:	$0.00

PRE-BID CONFERENCE is scheduled for Tuesday, July 24, 2012 at 2:00 P.M. at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM 2802 S. Business Hwy 281, EDINBURG, TEXAS 78539.

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent



AI-34251 **Budget and Management 22. A.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Rey Salazar, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Status update regarding the Hidalgo County Scofflaw Vehicle Registration Denial Program.
2. Discussion, consideration and approval to impose a $20.00 Scofflaw fee to all JP cases with outstanding balances over 90 days.
3. Discussion, consideration and approval to authorize the Tax Assessor-Collectors Office to administer the $20.00 Scofflaw fee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

JP Technology Fund and the $20 Scofflaw Fee will fund future program expenditures.

Attachments

Transportation Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 04:42 PM
Perla Lopez	Perla Lopez	09/14/2012 04:44 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Rey Salazar Started On: 09/14/2012 03:09 PM

Final Approval Date: 09/14/2012

Sec. 502.010. COUNTY SCOFFLAW. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives information that the owner of the vehicle:

(1) owes the county money for a fine, fee, or tax that is past due; or

(2) failed to appear in connection with a complaint, citation, information, or indictment in a court in the county in which a criminal proceeding is pending against the owner.

(b) A county may contract with the department to provide information to the department necessary to make a determination under Subsection (a).

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

(1) the person's payment or other means of discharge of the past due fine, fee, or tax; or

(2) perfection of an appeal of the case contesting payment of the fine, fee, or tax.

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

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

Text of subsection as amended by Acts 2011, 82nd Leg., R.S., Ch. 1094, Sec. 1

(f) A county that has a contract under Subsection (b) may impose an additional fee of $20 to:

(1) a person who fails to pay a fine, fee, or tax to the county by the date on which the fine, fee, or tax is due; or

(2) a person who fails to appear in connection with a complaint, citation, information, or indictment in a court in which a criminal proceeding is pending against the owner.

Text of subsection as amended by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 76

(f) A county that has a contract under Subsection (b) may impose an additional fee to a person paying a fine, fee, or tax to the county after it is past due. The additional fee may be used only to reimburse the department or the county for its expenses for providing services under the contract.

(f-1) The additional fee may be used only to reimburse the department or the county assessor-collector for its expenses for providing services under the contract, or another county department for expenses related to services under the contract.

(g) In this section:

(1) a fine, fee, or tax is considered past due if it is unpaid 90 or more days after the date it is due; and

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

(h) This section does not apply to the registration of a motor vehicle under Section 501.0234, unless the vehicle is titled and registered in the name of a person who holds a general distinguishing number.

Added by Acts 1997, 75th Leg., ch. 192, Sec. 1, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 97, Sec. 1, eff. May 17, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1094, Sec. 1, eff. September 1, 2011.

Transferred, redesignated and amended from Transportation Code, Section 502.185 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 76, eff. January 1, 2012.

AI-34241 **Budget and Management** **22. B.**

CC REGULAR

Meeting Date: 09/18/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 Budget Process:
1. Presentation of Fiscal Year 2013 Proposed Budget to be filed with the County Clerk and County Auditor as per Local Government Code - Section 111.066.
2. Presentation of Tax Assessor-Collector's Fiscal Year 2013 Special Funds Budget filed with the County Budget Officer as per Local Government Code - Section 111.096.
3. Set date, time, and place to adopt the 2012 Tax Rate.
4. Set date, time, and place to adopt the 2013 Annual Budget.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 02:28 PM
Erika Zamora	Erika Zamora	09/14/2012 05:00 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Angela Garcia Started On: 09/14/2012 01:35 PM

Final Approval Date: 09/14/2012

AI-34229 **Budget and Management 22. C. 1.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of 2012 appropriation of funds from new source General Fund revenue, previously certified by Co. Auditor on 9/4/12, to the Co. Wide Adm-Contingency account in the amount of $421,866.14.

BACKGROUND

Ref AI-33898/13.A.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $421,866.14 to the Co. Wide Adm.-Contingency account from new sources of General Fund revenues as Certified by the Co. Auditor on 9-4-12.

Funds to be appropriated in the Co. Wide Adm.-Contingency account 2-1100-415-00-115-002-0-899.

Attachments

Appropriation

Cert of Rev

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 08:03 AM
Ivan Cantu	Ivan Cantu	09/14/2012 10:42 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Erika Zamora Started On: 09/13/2012 04:46 PM

Final Approval Date: 09/14/2012

DATE: September 13, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm. - Contingency

ACCOUNT NUMBER: 2-1100-415-00-115-002-0-899

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 ext. 5416

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-415-00-115-002-0- 899	CO WIDE ADM - CONTINGENCY	421,866.14

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

August 27, 2012

The Honorable Ramon Garcia, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues for the General, Special Revenue, Debt Service, and Enterprise Funds. These amounts are included in the projected ending fund balances at December 31, 2012. Please note that if these amounts are appropriated, projected fund balances will decrease accordingly.

GENERAL FUND

2-1100-331-20-300-000-0-000	FEMA-Extreme Wildlife Threat Reimbursement	$5,174.85
2-1100-334-00-080-001-0-000	TDPRS-Title IV-E County Legal Services Contract	70,000.00
2-1100-334-00-360-001-0-000	TDPRS-Title IV-E Child Welfare Services Contract	10,000.00
2-1100-341-10-060-006-0-000	Justice of the Peace-Jury Fees	250.00
2-1100-341-10-090-017-0-000	District Clerk-Failure to Appear Adm Fee	500.00
2-1100-341-10-110-000-0-000	Tax Abatement Application Fee	1,000.00
2-1100-341-10-140-045-0-000	Tax A/C-Commissions & Costs-City of Edinburg	70,000.00
2-1100-341-10-140-046-0-000	Tax A/C-Commissions & Costs-City of Hidalgo	30,000.00
2-1100-341-10-140-047-0-000	Tax A/C-Commissions & Costs-Hidalgo ISD	29,000.00

2-1100-341-10-150-000-0-000	County Treasurer Fees	600.00
2-1100-341-10-180-016-0-000	County Clerk-Failure to Appear Adm Fee	1,000.00
2-1100-342-10-060-004-0-000	Justice of the Peace-Pct. 2 Arrest Fees	75.00
2-1100-351-20-090-002-0-000	District Clerk-Court Ordered Restitution	2,060.00
2-1100-351-20-320-001-0-000	Adult Probation-Court Ordered Restitution	1,500.00
2-1100-361-11-000-006-0-000	Interest Earnings -County Clerk Now Interest	126.69
2-1100-363-00-000-000-0-000	Escheats	163,323.60
2-1100-392-10-000-000-0-000	Sale of General Capital Assets	37,256.00
	Total General Fund	$421,866.14

SPECIAL REVENUE FUNDS

2-1200-341-50-000-000-0-000	Administration BCAP Indirect Costs	$28,058.09
2-1200-341-50-121-000-0-000	Precinct 1 BCAP Indirect Costs	8,179.57
2-1200-360-00-121-000-0-000	Precinct 1 Miscellaneous Revenue	53.53
2-1200-360-00-123-001-0-000	Road Dist#5 Tax Collections	2,900.00
2-1200-360-00-124-001-0-000	Road Dist#15 Tax Collections	450.00
2-1220-361-10-000-000-0-000	Interest Earnings	3.41
2-1221-361-10-000-000-0-000	Interest Earnings	1.70
2-1223-352-30-080-001-0-000	Court Ordered Confiscations	93,912.65
2-1223-360-00-000-000-0-000	Miscellaneous	110.00
2-1224-352-30-080-000-0-000	Court Ordered Confiscations-10% Drug Rehab	2,668.00
2-1224-361-10-000-000-0-000	Interest Earnings	4.41
2-1225-341-10-080-000-0-000	DA Pre-trial Intervention Fee	250,000.00
2-1225-361-10-000-000-0-000	Interest Earnings	16.52
2-1226-361-10-000-000-0-000	Interest Earnings	2.90
2-1227-352-30-280-000-0-000	Court Ordered Confiscations	14,818.10
2-1227-361-10-000-000-0-000	Interest Earnings	250.00
2-1228-352-30-280-000-0-000	Court Ordered Confiscations	1,250,008.26
2-1228-361-10-000-000-0-000	Interest Earnings	3,500.00
2-1229-352-30-280-000-0-000	Court Ordered Confiscations	92,673.54
2-1229-361-10-000-000-0-000	Interest Earnings	1,200.00
2-1234-361-10-000-000-0-000	Interest Earnings	1.37
2-1235-361-10-000-000-0-000	Interest Earnings	8.31
2-1236-361-10-000-000-0-000	Interest Earnings	1.02
2-1237-361-10-000-000-0-000	Interest Earnings	1,800.00
2-1238-361-10-000-000-0-000	Interest Earnings	5.97
2-1239-361-10-000-000-0-000	Interest Earnings	400.00
2-1240-341-10-090-001-0-000	Juvenile Delinquency Prevention-District Clerk	50.00
2-1240-341-10-180-001-0-000	Juvenile Delinquency Prevention-County Clerk	5.00
2-1241-361-10-000-000-0-000	Interest Earnings	.68
2-1242-361-10-000-000-0-000	Interest Earnings	1,300.00
2-1243-361-10-000-000-0-000	Interest Earnings	200.00
2-1245-361-10-000-000-0-000	Interest Earnings	200.00

2-1246-361-10-000-000-0-000	Interest Earnings	300.00
2-1247-360-00-000-000-0-000	Miscellaneous	125.00
2-1247-361-10-000-000-0-000	Interest Earnings	600.00
2-1250-361-10-000-000-0-000	Interest Earnings	9.51
2-1251-352-30-270-011-0-000	HIDTA Chpt 59-Court Ordered Confiscations	7,667.75
2-1251-361-10-270-000-0-000	Interest Earnings	1,800.00
2-1252-352-30-270-012-0-000	HIDTA US Treasury-Court Ordered Confiscations	1,200,997.50
2-1252-361-10-270-000-0-000	Interest Earnings	3,000.00
2-1253-361-10-270-000-0-000	Interest Earnings	300.00
2-1254-352-30-270-014-0-000	HIDTA USDJ-Court Ordered Confiscations	6,797.53
2-1254-361-10-270-000-0-000	Interest Earnings	500.00
2-1256-361-10-270-000-0-000	Interest Earnings	6.62
2-1295-360-00-330-000-0-000	Miscellaneous	562.63
2-1295-361-10-330-000-2-000	Interest Earnings	900.00
	Total Special Revenue Funds	$2,976,349.57

DEBT SERVICE FUNDS

2-1401-361-10-000-000-0-000	Interest Earnings	$150.00
2-1401-391-01-000-200-0-000	Transfers In-R&B Co Wide	0.01
2-1432-361-10-000-000-0-000	Interest Earnings	1,000.00
2-1434-361-10-000-000-0-000	Interest Earnings	2,500.00
2-1435-361-10-000-000-0-000	Interest Earnings	6,500.00
2-1436-361-10-000-000-0-000	Interest Earnings	2,800.00
2-1438-361-10-000-000-0-000	Interest Earnings	1,200.00
2-1439-361-10-000-000-0-000	Interest Earnings	2,000.00
2-1440-361-10-000-000-0-000	Ref Bonds,2009A-Interest Earnings	250.00
2-1441-331-11-000-000-0-000	Cert of Oblig, 2009B&C – BAB's Interest Reimb	155,937.49
2-1441-361-10-000-000-0-000	Cert of Oblig, 2009B&C – Interest Earnings	1,300.00
2-1442-331-11-000-000-0-000	Cert of Oblig, 2010A&B – BAB's Interest Reimb	357,652.40
2-1442-361-10-000-000-0-000	Cert of Oblig, 2010A&B – Interest Earnings	3,100.00
	Total Debt Service Funds	$534,389.90

ENTERPRISE FUND

2-2101-361-10-000-000-0-000	Sanitary Landfill – Interest Earnings	$1,500.00
2-2102-361-10-000-000-0-000	Jail Commissary – Interest Earnings	300.00
	Total Enterprise Fund	$1,850.00

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/27/12
Date

AI-34119 **Purchasing Department 23. A. 3.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Sandra Montalvo,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending action to reject sole bid received for:"Hidalgo County- Dead Body Pickup and Transport Services"" Bid No. 2012-130-08-29-SMA, due to lack of participation.

BACKGROUND

1. Authority to re-advertise was previously approved on CC 08/07/12 AI#33198
2. Contract Expires 12/12/12
3. Proposed schedule of events:
1st Advertisement-- 09/15/12
2nd Advertisement--09/22/12
Bid Opening: October 03, 2012

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1100-421-00-080-003-0-344

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

BUDGETARY IMPACT:

Funds in the amount of $115,165.55 available as of 09/14/2012.

Attachments

depts recommendation

P.O.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 01:48 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:52 PM
Sylvia Solis	Sylvia Solis	09/14/2012 01:52 PM
Auditor's Office	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Sandra Montalvo Started On: 09/07/2012

Final Approval Date: 09/14/2012

From: Roy Cazares
To: "Sandra Montalvo"
Cc: "Evangelina Garcia"
Subject: RE: HIDALGO COUNTY-DEAD BODY PICKUP & TRANSPORT- BID NO. 2012-130-08-29-SMA
Date: Wednesday, September 05, 2012 5:20:52 PM
Sensitivity: Confidential

Sandra,

I would like to requested that we decline the current bids and go out for bids again to try and get more participation. If the only bidder does not qualify for any reason we will not have a second choice during the term of the contract.

Roy Cazares
Human Resources Coordinator
Hidalgo County District Attorney's Office
100 N. Closner, Room 303
Edinburg, TX 78539
(956) 318-2300 Ext. 758
Fax (956) 318-2078

roy.cazares@da.co.hidalgo.tx.us

From: Sandra Montalvo [mailto:sandra.montalvo@co.hidalgo.tx.us]
Sent: Wednesday, September 05, 2012 3:26 PM
To: roy.cazares@da.co.hidalgo.tx.us
Subject: RE: HIDALGO COUNTY-DEAD BODY PICKUP & TRANSPORT- BID NO. 2012-130-08-29-SMA
Importance: High
Sensitivity: Confidential

When are you available to meet with her?

From: Roy Cazares [mailto:roy.cazares@da.co.hidalgo.tx.us]
Sent: Tuesday, September 04, 2012 2:25 PM
To: 'Sandra Montalvo'
Subject: RE: HIDALGO COUNTY-DEAD BODY PICKUP & TRANSPORT- BID NO. 2012-130-08-29-SMA
Sensitivity: Confidential

Can I meet with Ms. Lopez prior to getting awarded just to make sure she is aware of all the requirements? I haven't heard of this company.

Roy Cazares
Human Resources Coordinator
Hidalgo County District Attorney's Office
100 N. Closner, Room 303
Edinburg, TX 78539
(956) 318-2300 Ext. 758
Fax (956) 318-2078

roy.cazares@da.co.hidalgo.tx.us

From: Sandra Montalvo [mailto:sandra.montalvo@co.hidalgo.tx.us]
Sent: Tuesday, September 04, 2012 11:12 AM
To: roy.cazares@da.co.hidalgo.tx.us; roxana.segovia@da.co.hidalgo.tx.us
Cc: 'Evangelina Garcia'
Subject: HIDALGO COUNTY-DEAD BODY PICKUP & TRANSPORT- BID NO. 2012-130-08-29-SMA
Importance: High
Sensitivity: Confidential

Good Morning,

Attach you will find the recommendation and bid tabulation for the above mention project. We received a sole response; therefore I would like for you to submit you recommendation by no later than this week if possible.

If you have any questions, feel free to call or email me or Vangie.

Thank you,

Sandra Montalvo, *Buyer II*
Hidalgo County Purchasing Department
2812 S. Bus. Hwy. 281
Edinburg, Tx 78539
Office-(956)318-2626 or 956-292-7000 ext. 4865
Fax-(956)318-2629 or (956)292-7612
Email: **sandra.montalvo@co.hidalgo.tx.us**

Purchase Order

COUNTY OF HIDALGO

PO#: 679032

DATE: 08/03/12

VENDOR: 401374 REQ:00219937

Email:

Phone:(956)683-4000

AIM MEDIA TEXAS OPERATING, LLC
THE MONITOR
BUSINESS OFFICE
P.O. BOX 3267
MCALLEN TX 78502

Vendor Acct:

Special Instructions:

BUYER: MFAZ2

SHIP TO: PURCHASING DEPARTMENT
2802 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:

SITE: PURCHASING DEPARTMENT

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	LOT	EX Open Purchase order for 6 month from June 2012 thru Dec 2012 on Advertising (Notice of Bid Solicition)	34,000.00	34,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		34,000.00
		********** For Hidalgo County use only		
		2-1100-415-18-160-001-0-540 34,000.00		
		Approved ----------		

Authorized by: Martha L. Salazar

AI-33573 **Purchasing Department 23. A. 4.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of the final negotiated contract with "Coca-Cola Refreshments USA, Inc. f/k/a Coca-Cola Enterprises Inc. for "Hidalgo County-Vending Machine Services" Project-RFP #2012-031-04-18-SMA.

BACKGROUND

contract to be effective 09/18/12

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This is a revenue generating project and thus no County expenditure

Attachments

legal counsels approval
contract document
participation list
acceptance list

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/09/2012 03:25 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:50 PM
Ivan Cantu	Ivan Cantu	08/10/2012 08:42 AM
Auditor's Office	Angela Garcia	09/04/2012 10:25 AM
Purchasing Department	Marty Salazar	09/12/2012 02:38 PM

Form Started By: Sandra Montalvo Started On: 08/02/2012

Final Approval Date: 09/12/2012

From:	Leticia Saenz
To:	"Sandra Montalvo"
Cc:	"Martha Salazar"; "Darlene Betancourt"
Subject:	FW: Review & Approval of REVISED/CORRECTED Contract#C-12-031-09-18-Vending Machine Services for Hidalgo County
Date:	Thursday, September 06, 2012 5:20:48 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, September 06, 2012 3:34 PM
To: 'Leticia Saenz'
Subject: RE: Review & Approval of REVISED/CORRECTED Contract#C-12-031-09-18-Vending Machine Services for Hidalgo County

The agreement is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, September 06, 2012 3:02 PM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Sandra Montalvo'
Subject: Review & Approval of REVISED/CORRECTED Contract#C-12-031-09-18-Vending Machine Services for Hidalgo County
Importance: High

Mr. Crain-

Attached, for your review and approval as to form, you will find **Contract# C-12-031-09-18-Coca Cola Co.** for the purposes of **"Vending Machine Services"** for **Hidalgo County.**

Note: Will be placed for final approval by CC on 09/18/12.

Please advise.

Thank you.

Leticia H. Saenz
Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-031-09-18

THIS CONTRACT is made and entered into this **18th** day of **September, 2012** by and between the **County of Hidalgo, Texas** ("County"), and **Coca-Cola Refreshments USA, Inc.** f/k/a **Coca-Cola Enterprises Inc.** ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Vending Machine Services" (on an as needed basis)** and;

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Proposals (RFP) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFP"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Proposals (RFP) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County** as identified in Exhibit "A" Request for Proposals (RFP) Procurement Packet. The County may however, eliminate or add vending machines if in the County's sole discretion, the County determines it would be in its best interest to do so. This Contract does not extend to any third parties any duties or benefits conferred in any

manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and any extension thereof, the services in accordance with the (RFP) procurement packet (the "Services"). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these Services from other sources other than the Company and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year,** commencing, **September 18, 2012**, Expiring, **September 17, 2013** and may be extended at the sole discretion of the County for an additional four (4) one (1) year terms under the same rates, terms and conditions. County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage prior to providing the Services.

7. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

8. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

9. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

10. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

11. Any notice required or permitted to be given hereunder shall be in writing and shall

be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Coca-Cola Refreshments USA, Inc.** f/k/a
Coca-Cola Enterprises Inc.
2400 West Expressway 83
McAllen, Texas 78501

12. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. This Agreement may be terminated by County with or without cause upon thirty (30) days written notice.

14. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2012.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Hon. Stephen L. Crain, Attorney

Approved By Commissioners Court:_____ 2012

COUNTY OF HIDALGO

ATTEST:

By:_____
Hon. Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Coca-Cola Refreshments USA, Inc. f/k/a **Coca-Cola Enterprises Inc.**

By:_____
Printed Name: Frank G. Sanchez, Jr.
Title: FSOP District Manager

EXHIBIT “A”

REQUEST FOR PROPOSALS (RFP) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 7, 2012

_____
Respondent's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals -**"VENDING MACHINE SERVICES"**
RFP No: 2012-031-03-21-SMA

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL (RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
"Vending Machine Services"
RFP No: 2012-031-03-21-SMA

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1.	Request for Proposal Letter	1
2.	Request for Proposal, Legal Notice	8
3.	Exhibit A, Requirements	8
4.	Attachment A-Location of Vending Machines	3
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

March 07, 2012
Date

RFP NO: 2012-031-03-21-SMA	BUYER II: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County

"VENDING MACHINE SERVICES"

Proposal Opening Date: March 21, 2012 @9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **"Hidalgo County – Vending Machine Services",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. **One (1) original and seven (7) copies** of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2012-031-03-21-SMA-"Hidalgo County- Vending Machine Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, March 21 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2012-031-03-21-SMA- HIDALGO COUNTY- VENDING MACHINE SERVICES

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, March 14, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, March 16, 2012, .TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize

himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within ninety (90) days from the scheduled time to open proposals.

8. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

9. County reserves the right to accept or reject any or all proposals.

10. Any shipping costs are to be F.O.B., destination. (Proposer pays all shipping cost an remains responsible until County takes procession.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

14. **DELIVERY INSTRUCTIONS:** (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB,Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

15. COMMISSIONS AND PAYMENTS TO COUNTY:

Awarded Proposer shall submit separate **commission payments on a monthly basis by the 10th of each month for the preceding calendar month, to** Hidalgo County Treasurer's Office. Detailed report of sales revenue by machine, location, and time period shall also be attached. Mail to: Hidalgo County, **ATTN: Budget & Management, 2818** S. Bus. Hwy. 281, Edinburg, TX 78539 and Purchasing Department 2812, Bus. Hwy. 281, Edinburg, TX 78539. Vendor shall furnish all reports pertaining to this agreement and may be examined by the County at any time. The awarded vendor shall pay County Treasurer located on 2810 S. Bus. Hwy Edinburg, TX, without demand, on or before the 10th day of each month for the preceding calendar month, Vendors should keep the Purchasing department advised of any changes in your addresses.

16. SCHEDULE OF EVENTS

Proposal Opening, 9:30 A.M.,	**March 21, 2012**
Project/Anticipated Award Date:	**_____, 2012**
Commence Work or Deliver Products	**_____, 2012**

17. ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION ~~PAYMENT UNDER CONTRACT:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or

for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be

obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response (if applicable), a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32 Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL
HIDALGO COUNTY
"Vending Machine Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer Name: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Request for Proposal
Hidalgo County
"Vending Machine Services"
RFP NO: 2012-031-03-21-SMA

Overview:
The objective of this Request for Proposals (RFP) is to obtain proposals from qualified Proposer(s) s that will provide Hidalgo County with ***"Vending Machine Services"*** that are comparable or better in nature, quality, design, performance, reliability and maintainability to the specifications as stated herein for the Hidalgo County.
Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of ***"Vending Machine Services"*** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March 21, 2012.** **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The following outlines the Request for Proposals:

SECTION I
General Terms and Conditions

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFP QUESTIONS AND ANSWERS:
Any question(s) regarding the requirements or RFP procedures must be in writing and may be sent via facsimile to 956-292-7612 or via e-mail to Sandra.montalvo@co.hidalgo.tx.us by no later than *Wednesday, March 14, 2012 @ 5:00 P.M.* Responses will be sent to all applicants via facsimile *by Friday, March 16, 2012 at 5: 00 p.m.* **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PRE-PROPOSAL CONFERENCE:
A Pre-Proposal Conference will be held on ***Wednesday, March 14, 2012, 2:30 p.m.*** *in* **HIDALGO COUNTY (New Administration Building) - PURCHASING DEPARTMENT Conference Room located at 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**. All interested Proposers are encouraged to attend in order to have a better understanding of the requirements of the vending machine services for Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or

business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff. Hidalgo County is RFP responses be clearly marked and/or labeled with the Company's name, RFP Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:
The initial term of the contract shall be for a **one** ***(1) year period from date of award of contract***, with the County's option for four (4) additional o***ne (1) Year*** extensions based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

DAVIS BACON ACT: (if applicable).
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications

SECTION II
Scope of Services and/ or Requirements

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

REQUIREMENTS/Performance-including, but is not limited to the following:

1. Prices in all vending service machines shall not be greater than those charged at comparable vending service locations in the County area.

2. Proposer(s) shall fumish any and/or all equipment, fixtures, etc., necessary for the operation of a Vending Service for County facilities.

3. Hidalgo County Facilities Management and Purchasing Department reserves the right to approve all vending machines before installation and requires replacement and/or removal, of machines which for any reason are not considered acceptable. Outdated machines or obsolete machines shall not be used in any areas. Machines with dents, cracks, paint chips, etc., shall not be acceptable. Proposer(s) shall repair or replace such equipment at his expense.

4. Proposer(s) shall be on call at all times during operation of vending services, with a response time of not more than two (2) hours to service and/or repair breakdown of machines.

5. Proposer(s) shall keep vending service machines properly stocked and operational for business from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. Proposer(s) shall have vending machines at each facility filled by 9:00 a.m. each day. **(refer to Attachment A)**

6. Proposer(s) shall respond to calls for service or re-stocking of machines within 48 hours.

7. Proposer(s) shall abide by all Federal or State regulations as to policy, limitations on food products, drinks, etc., sold in vending service machines.

8. Proposer(s) shall abide by all County, City, State and/or Federal Health and Sanitary regulations in the operation and maintenance of the vending service, and to make the places where vending machines are used and/or food products and/or drinks are stored accessible at all times to County, City, State and/or Federal Health and Sanitary inspectors.

9. Proposer(s) shall not permit any disorderly conduct or practice in violation of any ordinances of the County or Cities in County or of any State of Federal Law, or of a sort likely to bring discredit upon County.

10. County will provide water service, electricity, lighting, heating and air conditioning of facilities, but without liability on County's part arising from temporary interruption on account of breakdown, power failure or like causes. Proposer(s) shall use such utilities by exercising the same degree of care and economy as would be exercised if Proposer(s) were paying for such utilities.

11. Except for utilities, Proposer(s) shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to or at County facilities or of any person employed or claiming to have been employed by Proposer(s) .

12. Prices shall be plainly posted for each item in the vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted.

13. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale in County facilities.

14. Proposer(s) shall accept full responsibility for the installation and efficient operation of all equipment used.

15. Proposer(s) shall not employ any person or persons in or about County facilities who shall use improper language or act in a loud, boisterous manner, and shall, upon request of the County, immediately remove any

employee deemed unsuitable.

16. Proposer(s) shall provide an adequate number of personnel to properly service and stock vending machines.

17. Proposer(s) employees shall at all times be polite and courteous in the dealings with patrons of County.

18. Proposer(s) shall provide a means for County patrons or employees to receive refunds for faulty working machines and any products that are not up to standard at that same location. The means of refund must be immediate at the same location. Description of proposed refund procedures should be included in response.

19. Proposer(s) should include a list of all types of food products and drinks with proposed retail prices in his proposed any available company brochures or product brochures should also be included.

20. Proposer(s) should display a phone number on each machine for reporting any malfunctioning of the machine.

21. All locations should include a dollar change machine or Drink/Snack machines equipped to take dollar bills.

22. It is County's preference that Proposer(s) provide new machines to Hidalgo County and not used machines.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:

A prospective proposer must affirmatively demonstrate their responsibility. A prospective proposer must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

COST SUBMITTALS/RATES

Proposal should include a **price schedule** and a **commission schedule** with the percentage of gross sales (excluding Texas State Sales Tax) including a list of snacks and drinks that are offered by your company. Pricing for items must specify the time period that rates will remain firm.

REASON FOR SERVICES:

The sole purpose in granting vending in these areas is to provide employees and visitors thereto, such services and accommodations as may be necessary for their drink and snack needs. During business hours, services are provided to employees and visitors in the event they are unable to leave the building to satisfy their drinks and snack needs.

RATES TO EMPLOYEES AND THE PUBLIC:

Rates charged shall be comparable to those charged for similar facilities

SELLING PRICES:

Items sold in the vending machines shall be priced reasonably and competitively and, in no event, exceed limits set by contract. All prices shall be firm for the duration of the contract including renewals. Prices may require adjustment from time to time as a result of market changes, which are beyond the Proposer(s) s control. In such event, Proposer(s) shall present appropriate documentation along with a request for vending cost changes to the Hidalgo County Purchasing Department annually at time of contract renewal. County reserves the right to seek any additional information as may be necessary to make a decision and reserves the right to reject such application without penalty or grievance. Commission or payment guarantees shall remain constant regardless of whether vending prices are adjusted.

USER TRAFFIC

The amount of user traffic will vary by location. It is anticipated that traffic will include county personnel and visitors.

INSPECTION:

Upon receiving item(s), they will be inspected for compliance with the Proposal Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an proposer cannot furnish a sample of a proposed item, when applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

INSTALLATION and REMOVAL:

1. Machines will be installed at locations listed herein; however, title ownership of each machine shall be retained by the Proposer(s), who shall be responsible for the equipment at all times and in all respects. Hidalgo County will not own, rent, nor lease the machines in conjunction with this contract.

2. Proposer(s) shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines. Proposer(s) shall be responsible for all damage to County property resulting from the Proposer(s) s operation, which shall be promptly repaired by the Proposer(s) at the Proposer(s)'s sole expense.

3. Proposer(s) will be required to coordinate with Hidalgo County Facilities Management the installation of equipment with the removal of equipment if applicable, by the current Proposer(s) in order to assure a minimum period of time without service and that all equipment is in place.

4. Current awarded Proposer(s) will remove all vending machines within ten (10) days after termination of date of contract.

PERFORMANCE OF CONTRACT

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting.

LOCATION OF VENDING MACHINES:

The following locations and/or machine requirements listed below are to be considered. The County reserves the right to request additional vending machines or reduce the number of machines as necessary and Proposer(s) agrees to comply with such requests **(REFER TO ATTACHEMENT- A)**

CONTRACT LIENS PROHIBITED:

Successful proposer shall not permit any mechanics, materialmen or contractor's lien to attach to the Hidalgo County premises or to the improvements there upon. No person placing trade fixtures upon County premises shall have any right to remove the same except under such circumstances, as, by the provisions of this contract would entitle the successful proposer to do so.

SIGNS/ADVERTISEMENT:

Other than signs on proposer's own machines, successful proposer shall neither place, nor cause to be placed, any sign projection, advertisement or device of any kind at or upon the premises, or upon the sidewalks or streets adjacent thereto, or upon the roof or any of the outside walls of buildings containing Hidalgo County designated premises.

REQUESTED INFORMATION:
Successful proposer shall furnish to Hidalgo County, upon request from Hidalgo County, copies of any and/or all invoices containing wholesale costs for any and/or all items purchased. All items sold in county vending machines.

PROPOSER'S ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) are to provide a proposed fee based on the scope of services and/ or requirements requested.

RFP SUBMITTED TO:
An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

SECTION III
Selection/Evaluation/Ranking

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1) Proposer's total proposed commission — 30 points
   - Commission Rate of Proposal

2) **Proposer's total proposed selling price for products** — 30 points
   - Proposals price for products *(higherscorebased on lower price)*

3) **Proposer's Support/Service/Warranty/Qualifications** — 20 points
   - Demonstrated prior experience in providing similar services
   - Capability to provide responsive service
   - Capability to provide technical support
   - Service and technical support

4) **The proposed product and services meeting County's needs and requirements** — 20 points
   - Adherence to requirement of RFP
   - Proposer's responsibility clearly defined
   - County's participation and responsibility clearly defined
   - Demonstrated ability to fully meet the needs of County
   - Product availability

Proposers total **100 points**

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a best and final offer and/or contract for negotiation based on the Evaluation Criteria Exhibit B. If negotiations prove unsuccessful, the next highest ranked firm/company will be contacted.

ATTACHMENT "A"
Locations of Vending Machines

The premises covered herein shall be the most current vending machine locations in Hidalgo County.

	LOCATIONS	Snack Machines	Beverage Machines
1.	Hidalgo County Sheriff's Office- Academy Training Center 715 El Cíbolo Rd Edinburg, Tx Contact: Juan Tapia 956-383-8114	**1**	**1**
2.	Hidalgo County Adult Detention Center 701 El Cibolo Rd Edinburg, Tx Contact: Capt. Rene Gonzalez 956-381-7800	**3**	**3**
3.	Hidalgo County Law Enforcement Center 711 El Cibolo Rd Edinburg, Tx Contact: Anecleto Martinez 956-383-8114	**2**	**2**
4.	Hidalgo County Sheriff's Office (Motor Pool Service Center) 713 El Cibolo Rd Edinburg, Tx 78539 Contact: A. Martinez 956-383-8114	**none**	**1**
5.	Hidalgo County Juvenile Justice Center & 449th District Court 1001 N. Doolittle Rd. Edinburg, Tx Contact: Elena Gaitan 956-587-6200	**1**	**1**
6.	Hidalgo County Adult Probation 3100 S. Bus 281 Edinburg, Tx Contact: Diana Solis 956-292-7000 ext. 4413	**1**	**3**
7.	Hidalgo County Substance Abuse Treatment Facility (SATF) 1000 N. M. Rd Edinburg, Tx Contact: Melissa Garza 956-289-7413	**2**	**1**
8.	Hidalgo County Election Department 101 S. 10th Edinburg, Tx Contact: Veronica Lopez 956-318-2571	**none**	**1**
9.	Hidalgo County Administration (ATRIUM) 100 East Cano 1st Floor Edinburg, Tx Contact: Irene Cantu 956-289-7850	**1**	**1**
10.	Hidalgo County Buildings & Grounds 3100 S. Hwy 281 Edinburg, Tx Contact: Irene Cantu 956-289-7850	**1**	**1**
11.	Hidalgo County-430th Judicial District Court 111 S. 9th St. Edinburg, Tx Contact: Maricela Salinas 956-318-2900	**1**	**1**
12.	Hidalgo County Drainage District (Shop) 800 N. Doolittle Edinburg, Tx Contact: Sylvia Sanchez	**none**	**1**

	LOCATIONS	Snack Machines	Beverage Machines
	956-318-2641		
13.	Hidalgo County Health & Human Services (Central Office) 1304 S. 25th St Edinburg, Tx Contact: Josie Escalante 956-383-6221	**1**	**1**
14.	Hidalgo County Health & Human Services/Tax Department (Auto License) WIC Clinics 300 E. Hackberry Ave. McAllen, Tx Contact: Josie Escalante/Mague González 956-383-6221	**1**	**1**
15.	Hidalgo County Administration Building (f/n/a K-Mart Building) 2802 S. Bus. 281 Edinburg, Tx Contact: Martha "Marty" Salazar 956-318-2626	**1**	**2**
16.	Hidalgo County Precinct No. 1-(Road & Bridge Office) Mile 11 N. X Mile 1 ½ E. Sunset Park Mercedes, Tx 78570 Contact: Noe Montez 956-565-6900	**1**	**1**
17.	Hidalgo County Precinct No. 1 Administration Office & Tax Office 1902 Joe Stephens Ave. Weslaco, Tx Contact: Noe Montez 956-968-8733	**2**	**2**
18.	Hidalgo County Precinct No. 1 (Park's Office) 28312 N. FM 88 (1.5 N. of Monte Alto East side of FM 88) Monte Alto, Tx 78596 Contact: Santiago Zavala/Anthony Webber 956-262-6585	**1**	**1**
19.	Hidalgo County Precinct No. 3 (LA MANSION) 2401 N. Moorefield Mission, Tx 78572	**1**	**1**
20.	Hidalgo County Precinct No. 3 (Motor Pool-Mechanic Shop-Iowa & 107) 8310 W. Mile 7 Mission, Tx 78572 Contact: Norma Ceballos 956-585-4509	**none**	**1**
21.	Hidalgo County Precinct No. 4 (Admin.Office) 1102 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	**1**	**1**
22.	Hidalgo County Precinct No. 4 (Shop) 1051 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	**1**	**1**
23.	Hidalgo County WIC Administration Office 3105 W. University Drive Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
24.	Hidalgo County WIC & Health Clinics 3105 E. Richardson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
25.	Hidalgo County Community Center WIC & Health Clinics 230 N. 8th St.	**none**	**1**

	LOCATIONS	Snack Machines	Beverage Machines
	San Carlos, Tx Contact: Mague Gonzalez 956-381-4646		
26.	Hidalgo County WIC Clinic 113 Dawson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
27.	Hidalgo County WIC Clinic 3001 N. 23rd Street, Suite 8 McAllen, Tx 78502 Contact: Mague Gonzalez 956-381-4646	**none**	**1**
	GRAND TOTAL	**23**	**34**

EXHIBIT "B"

Hidalgo County
Vending Machine Services
Evaluation Criteria and Evaluation Form
RFP № 2012-035-03-21 SMA

The award of the contract shall be made to the responsible participant whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into percentage factors as follows:

1) **Proposer's total proposed commission** ➢ Commission Rate of Proposal	30 POINTS
2) **Proposer's total proposed selling price for products** ➢ Proposals price for products *(higherscorebased on lower price)*	30 POINTS
3) **Proposer's Support/Service/Warranty/Qualifications** ➢ Demonstrated prior experience in providing similar services ➢ Capability to provide responsive service ➢ Capability to provide technical support ➢ Service and technical support	20 POINTS
4) **The proposed product and services meeting County's needs and requirements** ➢ Adherence to requirement of RFP ➢ Proposer's responsibility clearly defined ➢ County's participation and responsibility clearly defined ➢ Demonstrated ability to fully meet the needs of County ➢ Product availability	20 POINTS
PROPOSERS TOTAL	**100 POINTS**

EXHIBIT "B"
Evaluation Form

Selection Criteria	Maximum Points breakdown	Score
1) PROPOSER'S TOTAL PROPOSED COMMISSION *---(Maximum 30 points)*		
➢ Commission Rate of Proposal	0-30	
	TOTAL:	
Comments/Rationale for points:		
2) PROPOSER'S TOTAL PROPOSED SELLING PRICE FOR PRODUCTS –(*Maximum* 30 points)		
➢ Proposals price for products *(higherscorebased on lower price)*	0-30	
	TOTAL:	
Comments/Rationale for points:		
3) PROPOSER'S SUPPORT/SERVICE/WARRANTY/QUALIFICATIONS ***---(Maximum 20 points)***		
➢ Demonstrated prior experience in providing similar services	0-05	
➢ Capability to provide responsive service	0-05	
➢ Capability to provide technical support	0-05	
➢ Service and technical support	0-05	
	TOTAL:	
Comments/Rationale for points:		
4) PROPOSED PRODUCT AND SERVICES MEETING COUNTY'S NEEDS & REQUIREMENTS *(Maximum 20 points)*		
➢ Adherence to requirement of RFP	0-4	
➢ Proposer's responsibility clearly defined	0-4	
➢ County's participation and responsibility clearly defined	0-4	
➢ Demonstrated ability to fully meet the needs of County	0-4	
➢ Demonstrated ability to fully meet the needs of County	0-4	
➢ Product availability	0-4	
	TOTAL:	
Comments/Rationale for points:		
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

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

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

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

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING FOR
"Hidalgo County-Vending Machine Services"
RFP NO.: 2012-031-03-21-SMA

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2012.

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company? Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: **☐Yes ☐ No**

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ **or Are Certificate(s) Attached?: ☐ Yes ☐ No**

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ **Date** ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

EXHIBIT "B"

TABULATION / BAFO / VENDOR'S PROPOSAL

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY –Vending Machine Services"

BID OPENING DATE: March 21, 2012
EXTENDED OPENING DATE: APRIL 18, 2012

BID OPENING TIME: 9:30 A.M.

BID No.: 2012-031-03-21-SMA

BUYER: Sandra Montalvo

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM NO. 1
COCA-COLA REFRESHMENTS-MCALLEN TX	√	√

MEMORANDUM

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

JUL 18 2012 Mma 1:05

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

TO: Frank G. Sanchez Jr., FSOP District Manager
Valley Coca-Cola Bottling Co., Inc.

Attn: Roy S. Ybarra via email: rybarra@coca-cola.com
Valley Coca-Cola Bottling Co., Inc

FROM: **Sandra Montalvo**, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DATE: **July 10, 2012**

SUBJECT: Request for Best and Final Offer" for: RFP № 2012-031-04-18-SMA "Hidalgo County-Vending Machine Services"

Please be advised that the County of Hidalgo respectfully request a "Best and Final Offer" on your proposed rates/fees.

Once Hidalgo County receives your "Best and Final Offer", we will proceed in placing an item on the next Commissioners' Court Agenda for final approval, acceptance and approval on a Final contract.

We request that you submit your "Best and Final Offer" on rates/fees by no later than **5:00 p.m. on July 20, 2012.**

We will keep the proposal at the same proposed commissions.

Signed: _____ Date: 7/16/2012

Printed Name Frank G. Sanchez Jr. Title: District Sales Manager

Vend Rates

OPENED 9:51 4-18-12 Witnessed



*Vend Rates	Years 1 - 2	Years 3 -5
20oz Sparkling Soft Drinks	$1.50	$1.75
12oz Sparkling Soft Drinks	$0.75	$1.00
20oz Dasani	$1.50	$1.75
20oz Vitamin Water	$1.50	$1.75
20oz PowerAde	$1.50	$1.75
16oz Monster Energy	$2.50	$2.75
15.2oz Minute Maid Juices	$1.50	$1.75

***The Vend Rates are fixed accordingly for the years 1-2 and years 3 -5.**

Classified - Internal use

Commission Rates



The *annual commissions for bottle/can beverages based on EXCLUSIVE Coca-Cola (5 year contract) availability are as follows:

PACKAGE	Commission % (Term of the Agreement)
20oz Sparkling Soft Drinks	15%
12oz Sparkling Soft Drinks	15%
20oz Dasani	15%
15.2oz Minute Maid Juices	15%
20oz PowerAde	15%
16oz Monster Energy	15%
20oz Vitamin Water	15%

Classified - Internal use

Vending Commissions



*Annual Commissions:	Year 1	Year 2	Year 3	Year 4	Year 5
$ Amount:	$15,767	$15,767	$16,620	$16,620	$16.620

Estimated Total Commissions Based on Actual Cases Sold.
Paid for the Term:

$81,394

***Annual commission $'s may vary based on actual volume sold and vend rate. The commissions paid for the term may vary, more or less, based on volume sold. These amounts are based off of actual volume trends for similar locations with similar amount of vending machines.**

Classified - Internal use

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2012

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
Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

www.beechercarlson.com

CONTACT NAME: (ATL) Judith Boich
PHONE (A/C, No, Ext): 678.539.4827 FAX (A/C, No): 678.539.4890
E-MAIL ADDRESS: jboich@beechercarlson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ace American Insurance Company	22667
INSURER B : National Union Fire Insurance Company	19445
INSURER C : New Hampshire Insurance Company	23841
INSURER D : Indemnity Insurance Company of North America	43575
INSURER E :	
INSURER F :	

INSURED
Coca-Cola Refreshments USA, Inc.
f/k/a Coca-Cola Enterprises Inc.
2400 Expressway 83
McAllen TX 78501

COVERAGES **CERTIFICATE NUMBER:** 12949312 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC			HDO G27009360	5/1/2012	5/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C B	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			4982748 (AOS) 4982749 (MA) 4982750 (VA)	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C46785885 (AOS) SCF C46785848 (WI)	5/1/2012 5/1/2012	5/1/2013 5/1/2013	✓ WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Excess WC (AZ, CA, LA, MD, NV, OR, RI, WA, MA,GA & OH)			WCU C46785927	5/1/2012	5/1/2013	Statutory Excess of $1MM each accident for listed states except MA-Statutory Excess of $500,000 for each accident	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RFP #2012-031-03-21-SMA - Vending Machine Services

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept. - New Administration Bldg.
Attn: Martha Salazar
2812 S. Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ATL) Robert W. Hessel

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HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

RFP DATE: March 21, 2012 EXTENDED TO APRIL 18, 2012 | **RFP OPENING TIME: 9:30 A.M.**

DEPARTMENT/RFPDESCRIPTION: HIDLAGO COUNTY-Vending Machines Services

RFP NO.: 2012-031-03-21-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	SUNRISE VENDING ATTN: Martin Hernandez	EM	Sandra Montalvo	03/07/12	109 N. FM 509 Harlingen, Tx 78550 800-864-4907 toll free 956-423-2107 office 956-428(956) 6615 fax 956-357-5932 Cell Martin.hernandez@onetacc.com
2)	RS PREFERRED VENDING, LLC ATTN: Nancy Silva	EM	Sandra Montalvo	03/07/12	520 E, Cedar Ave., Ste. E McAllen, Tx 78501 956-972-0900 office 956-972-0902 fax rspreferred@msn.com
3)	COCA COLA BOTTLING CO. OF THE SOUTHWEST ATTN: Roy Ybarra	EM	Sandra Montalvo	03/07/12	2400 Expressway 83 West McAllen, Tx 78501 800-647-2653 toll free 956-618-6911 fax 956-607-9839 cell rybarra@cokecce.com
4)	BIG RED/7UP BOTTLING CO OF SOUTH TX Attn: Wade Richardson	EMR	Sandra Montalvo	03/13/12	210-662-4422 Direct 210-669-3228 Cell San Antonio, Tx wade.richardson@dpsg.com
5)	PEPSI BOTTLING GROUP ATTN: Chris Martinez	EM	Sandra Montalvo	03/13/12	1601 N. International Blvd. Ste. 400 Hidalgo, Tx 78557 956-994-6112 office 956-994-0868 Cecilia.gonzales@pepsi.com
6)	MAROON VENDING Attn: Eddie Morin	EMR	Sandra Montalvo	03/27/12	3005 Yellowhammer Ave McAllen, TX 78504 956-739-0977 itseddie@yahoo.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY –Vending Machine Services"

BID OPENING DATE: March 21, 2012 **EXTENDED OPENING DATE: APRIL 18, 2012**	**BID OPENING TIME: 9:30 A.M.**
BID No.: 2012-031-03-21-SMA	**BUYER: Sandra Montalvo**

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM NO. 1
COCA-COLA REFRESHMENTS-MCALLEN TX	√	√

AI-34063 **Purchasing Department 23. B. 1.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services Providers as required by Precinct No. 3 for "Liberty/Tom Gill Road Project."

Evaluators	L&G Engineering	Dannenbaum Engineering Company	Izaguirre Engineering
Evaluator 1	99	97	78
RANKED			

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____ for the provision of professional services for "Liberty/Tom Gill Road Project," for Hidalgo County Precinct #3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-123-100-0-731

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

BUDGETARY IMPACT:

Available funds as of 9/13/12 are $567,768.00.

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 01:44 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:50 PM
Perla Lopez	Perla Lopez	09/14/2012 08:39 AM
Auditor's Office	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Rocio Villarreal Started On: 09/05/2012 02:18 PM

Final Approval Date: 09/14/2012

HIDALGO COUNTY PRECINCT NO 3
FOR
Engineering Services
LIBERTY/TOM GILL ROAD PROJECT
Scoring & Evaluation GRID

Engineering Services

Total Scores	L&G Engineering	Dannenbaum Engineering	Izaguirre Engineering
Evaluator 1	99	97	78
Average	99	97	78
RANKING			

Scoring & Evaluation was completed by Pct No 3

AI-33773 **Purchasing Department 23. C. 1.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Martha L. Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hauling Services for all Road Materials (excluding Hot-Mix) through project No.: 2012-105-06-20-SGS.

BACKGROUND

1. Contract will commence on November 30, 2012.
2. Contract document was reviewed and approved by Legal Counsel as to form.
3. Reference requisition number: 222277

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Pct 4 - $47,582.47 as of 09/14/12
On an as needed basis

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-346

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

BUDGETARY IMPACT:

Pct 4 - $2,958.00 as of 09/14/12

Attachments

Recommendation, Tab & Participation
Contract document-C-12-105-09-18-RHS-Pct 4(Hauling of All Rd Material-Ex Hot Mix)
email frm legal-apprvd contract doc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 04:56 PM
Budget & Management	Merlen P. Munoz	09/14/2012 07:59 AM
Manuel Chapa	Manuel Chapa	09/14/2012 09:38 AM
Auditor's Office	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Sandy Suarez Started On: 08/16/2012 11:05 AM

Final Approval Date: 09/14/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
JUL 02 2012
11:19

MEMORANDUM

TO: Commissioner Joseph Palacios,
Hidalgo County Precinct No. 4

ATTN: Marcos Lopez, Chief Administrator, via email: marcos.lopez@co.hidalgo.tx.us
Gloria Beltran, Executive Assistant via email: gloria.beltran@co.hidalgo.tx.us

CC: Rumaldo Munoz, Accounts Payable Specialist III via email: rumaldo.munoz@co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: June 26, 2012

RE: **Memorandum of Recommendation/Concurrence regarding.**
RFB No.: -2012-105-06-20-SGS-Hidalgo County Precinct No. 4- "Hauling Services for all Road Materials (Excluding Hot-Mix)"

We have received **one (1) response** to the above reference project. Enclosed you will find a copy of the tabulation sheet along with Exhibit "B"- Bid page for your review and recommendation/concurrence.

We would like to present your recommendation/concurrence to Commissioner's Count; therefore, we need your response by no later **than July 03, 2012 @ 3:00 p.m.** to be able to present it to the proposed Commissioner's Court date of **July 31, 2012.**

Please indicate your recommendation/concurrence and/or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION/CONCURRENCE (Basis) (e.g. lowest bidder, met specification/requirements etc)
1. Ray's Hauling Service Inc	Sole Bidder.
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 2-1200-431-00-124-007-0-731 / 346

	Roman Rodriguez	Road & Bridge	6/27/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4

BID OPENING DATE: JUNE 20, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hauling Services For all Road Materials (Excluding Hot-Mix)"

BID NO: 2012-105-06-20-SGS | **BUYER: Sandy Suarez**

PARTICIPANT SOLE-BIDDER	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost	PIT LOCATIONS / NAME OF COMPANY	
EXAMPLE	**3.00**	**25%**	**.75**		
1. ROY'S HAULING SERVICE	**4.50**	**75%**	**3.38**	**Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX.	Martin Marietta Materials- **Crushed Caliche**
	4.50	**75%**	**3.38**	**490 Pit-** 4.5 mi W. of US 281 on 490	Frontera Materials- **Crushed Caliche**
	7.00	**75%**	**5.25**	**Reavis Pit-** Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	
	4.00	**75%**	**3.00**	**Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 –(on West side)	Roy's Hauling Service- **Pit-Run Caliche**
	4.00	**75%**	**3.00**	**Big Pit 5-** 4 mi N. of FM 1925 on Big 5 Rd.	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: June 20, 2012 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT NO. 4 –HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO: 2012-105-06-20-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. **Ortiz Dump Truck Service** Attn: Arturo Ortiz	E-mail	Sandy Suarez	06/04/12	906 Princeton Mission, TX. 78572 P# 956-321-5015 F#956-424-6359 superslick4949@aol.com
2. **Roy's Hauling Service, Inc.** Attn: Roy Balderas, Jr. or Christina	E-mail	Sandy Suarez	06/04/12	P.O. Box 1896 Edinburg, TX. 78540 P# 956-383-2206 F# 956-383-2569 royshaulinginc@aol.com
3. **R. Quintanilla Trucking**	E-mail	Sandy Suarez	06/04/12	3247 N. Sharp Rd. Edinburg, TX. 78541 P# 956-343-6590 rquintanilla75@yahoo.com
4. **Davila Express** Attn: Mr. Davila	E-mail	Sandy Suarez	06/04/12	5305 Plumeria Circle San Juan, TX. 78589 P# 956-867-6038
5. **Southern Star Transport** By Frontera Materials Att: Barry Ehlinger	E-mail	Sandy Suarez	06/04/12	P.O. Box 1086 Weslaco, TX. 78596 (956)- 607-5965 bmefrontera@aol.com
6. Jeanna Villa	E-mail	Sandy Suarez	06/05/12	jeanna.villa@gmail.com
7. **La Med** Attn: Edward	E-mail	Sandy Suarez	06/06/12	[lamedfm@hotmail.com]

VIA:
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-105-09-18

THIS CONTRACT is made and entered into this **18th** day of **September, 2012** by and between the **County of Hidalgo, Texas** ("County"), and **ROY's HAULING SERVICE, INC.** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"HAULING SERVICES OF ALL ROAD MATERIAL (EXCLUDING HOT MIX)" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Precinct No. 4** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **November 30, 2012** and expiring on **November 29, 2013** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: Roy's Hauling Service
Roy Balderas, Owner
P. O. Box 1896
Edinburg, Texas 78540

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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

WITNESS our hands in duplicate originals this _____day of _____, 2012.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: ROY'S HAULING SERVICE

By:_____
Printed Name: Roy Balderas
Title: Owner

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

June 04, 2012

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 4**
Request for Bids -***"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"***
Bid No: 2012-105-06-20-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
RFB NO: 2012-105-06-20-SGS

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2.	Request for Bids, Legal Notice	8
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4.	Exhibit B, Bid Page	2
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The above mentioned items shall be found in the Request for Bids (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

June 04, 2012
Date

Bid No: 2012-105-06-20	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

LEGAL NOTICE

HIDALGO COUNTY PRECINCT NO. 4

"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"

BID OPENING DATE: June 20, 2012 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS(EXCLUDING HOT-MIX)"**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-105-06-20-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS(EXCLUDING HOT-MIX)"**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, JUNE 20, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2012-105-06-20-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost an remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 4
Rumaldo Munoz, A/P Clerk
1051 N.Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. Schedule of Events:

Bid Opening, 9:30 AM	**JUNE 20, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may

result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
For

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO.: 2012-105-06-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT MIX)"
Bid No. 2012-105-06-20-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of hauling and delivery of various road materials from awarded vendor pits identified herein to sites situated and located within Hidalgo County Precinct No. 4. **This bid excludes hauling of Hot-Mix.** All hauling services will be on an "**As Needed Basis"** by the Precinct. The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 4; throughout the duration of the contract.

Specifications/Requirements:

The specifications/requirements goods contract will encompass hauling of all road materials from awarded vendor pits identified herein to sites situated and located within Hidalgo County Precinct No. 4, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

1. All hauling and delivery of road material will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.

2. Road material will be hauled from awarded vendor's "pit" locations.

3. Hidalgo County Precinct No. 4 is requesting a minimum of seven (7) hauling trailers and three (3) to five (5) hauling tandem trucks, to be available. Including five (5) trucks to be vendor owned.

4. The bidder must provide proof of ownership (copy of titles) and must furnish proof of possessing all necessary licenses and hauling permits.

5. Attached you will find a request for Truck and driver information in **EXHIBIT "B", ATTACHEMENTS B-1 & B-2**, Copies of the mentioned documentations must be submitted with your bid packet.

6. Trucks should be available at the discretion of Precinct No. 4 and will be on an "As Needed Basis".

7. Trucks must have a capacity of carrying a minimum of twenty-two (22) tons per load.

8. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements.

9. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

10. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11. Bid will be based on low bid per ton basis as listed on bid page form.

Road Materials to be hauled:

- Crushed Caliche
- Pit-Run Caliche

Locations of current pits and plants are as followed:

Listed vendors are subject to be changed upon material contract expiration.

A. Crushed Caliche:

1. Martin Marietta Materials: - Jericho Pit:-From Intersection FM1017 and FM 3250 go 2 mi. So. on 3250 -Linn, TX.

2. Frontera Materials: - 490 Pit: - 4.5 mi E of US 281 to FM490 go W. Approx. 6 mi. to pit.
   Reavis Pit: - Approx. 4 mi N. of US 83 on FM2221 go S. approx. 4 mi to pit- La Joya, TX.

B. Pit- Run Caliche:

1. Roy's Hauling Service, Inc. Big 5 Pit :- 4 miles North of FM 1925 on Big 5 Road

2. Roy's Hauling Service, Inc. Pit 3-San Manuel :- 3 miles West of US 281 on FM 1017 to FM3250
   1 Mile South on FM3250, pit located on the West side.

TERMS AND CONDITIONS:

1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general

instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Terminated by County with thirty (30) days written notice.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County at no cost to the County.

11.) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

14) **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, June 13, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, June 15, 2012 by 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"

BID NO.: 2012-105-06-20-SGS

BID PAGE

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

NIGP Commodity Code: 962-39

EXAMPLE:		**$3.00**	**25%**	**.75**
PLANT LOCATION/ ROAD MATERIALS		TOTAL COST PER TON	FUEL COSTS PERCENTAGE PER TON	CURRENT/BASE FUEL COST
Martin Marietta Materials- Crushed Caliche	**Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX.	$	%	$
Frontera Materials- Crushed Caliche	**490 Pit-** 4.5 mi W. of US 281 on 490	$	%	$
	Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$	%	$
Roy's Hauling Service- Pit-Run Caliche	**Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 – (on West side)	$	%	$
	Big Pit 5- 4 mi N. of FM 1925 on Big 5 Rd.	$	%	$

PART II.

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for, **June 15, 2012**. For each 10% (increase or decrease) in the OPIS Index of **June 15, 2012** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 4 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be included in Bid Packet)

EXHIBIT "B-1"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
RFB NO.: 2012-105-06-20-SGS

Hidalgo County Precinct No. 4 is requesting the following information for the available hauling trucks to be utilized for this project. Please fill out each section completely. All trucks shall be covered under the insurance requirements as set forth in Exhibit "C" of this document and under the same terms and conditions. Insurance must be maintained throughout the term of the contract. ***INCOMPLETE*** *submittals shall be considered a probable cause for disqualification.* ***For vendor owned vehicles- copies of Titles must be included.***

VEHICLE INFORMATION

Vehicle Year/Make / Model	Vehicle Identification Number	License Plate Number	Unit No.	Vehicle Capacity- Per Load	Vehicle Owned/Or Leased

Must be included with Bid Packet

EXHIBIT "B-2"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
RFB NO.: 2012-105-06-20-SGS

DRIVER'S INFORMATION

DRIVER'S LISTED BELOW MUST PROVIDE A COPY OF THEIR CERTIFIED DRIVER'S LICENSE NO. WITH THIS BID

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/UNIT NUMBER

Must be included with Bid Packet

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN EA ACC AUTO ONLY AGG	$ $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY
Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** _Less than 125,000 annual gross receipt — Black American — Native American Less than 250,000 annual gross receipt — Hispanic American — Women Less than 499,000 annual gross receipt — Asian Pacific American — Other More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** Yes No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** Yes No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

EXHIBIT "B"

VENDOR'S BID and TAB SHEET

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4

BID OPENING DATE: JUNE 20, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hauling Services For all Road Materials (Excluding Hot-Mix)"

BID NO: 2012-105-06-20-SGS | **BUYER: Sandy Suarez**

PARTICIPANT SOLE-BIDDER	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost	PIT LOCATIONS / NAME OF COMPANY	
EXAMPLE	3.00	25%	.75		
1. ROY'S HAULING SERVICE	4.50	75%	3.38	**Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX.	Martin Marietta Materials- **Crushed Caliche**
	4.50	75%	3.38	**490 Pit-** 4.5 mi W. of US 281 on 490	Frontera Materials- **Crushed Caliche**
	7.00	75%	5.25	**Reavis Pit-** Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	
	4.00	75%	3.00	**Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 –(on West side)	Roy's Hauling Service- **Pit-Run Caliche**
	4.00	75%	3.00	**Big Pit 5-** 4 mi N. of FM 1925 on Big 5 Rd.	

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"

BID NO.: 2012-105-06-20-SGS

OPENED 9:45 6-20-12 Witnessed

BID PAGE

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

NIGP Commodity Code: 962-39

EXAMPLE:		$3.00	25%	.75
PLANT LOCATION/ ROAD MATERIALS		TOTAL COST PER TON	FUEL COSTS PERCENTAGE PER TON	CURRENT/BASE FUEL COST
Martin Marietta Materials- Crushed Caliche	**Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX.	$ 4.50	75%	$ 3.38
Frontera Materials- Crushed Caliche	**490 Pit-** 4.5 mi W. of US 281 on 490	$ 4.50	75%	$ 3.38
	Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$ 7.00	75%	$ 5.25
Roy's Hauling Service- Pit-Run Caliche	**Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 – (on West side)	$ 4.00	75%	$ 3.00
	Big Pit 5- 4 mi N. of FM 1925 on Big 5 Rd.	$ 4.00	75%	$ 3.00

PART II.

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for, **June 15, 2012**. For each 10% (increase or decrease) in the OPIS Index of **June 15, 2012** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2012

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
Valmor Insurance Agency, Inc.
1303 N 10th Street
McAllen TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MCCLELLAND AND HINE INS CO	
INSURER B : UNITRIN MUTUAL INS. CO.	
INSURER C : TEXAS MUTUAL INS. CO.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ROY'S HAULING SERVICE INC.
P O BOX 1896
EDINBURG, TEXAS 78540-1896

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC	Y	Y	L086026349	03/27/2012	03/27/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS	N	N	2300075	08/20/2012	08/20/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	0001242005	9/04/2012	09/04/2013	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

1998 INTL #044857,1999 INTL #066851, 2000 PTRB #483178,2000 PTRB #483173, 2000 PTRB #483206, 2000 PTRB #483207, 2006 PTRB #639700 AND 2006 PTRB #639702

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 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
Maria Duenas

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Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Thursday, September 13, 2012 4:52 PM
To: 'Leticia Saenz'
Subject: Pct 4 Road Materials

The Roy's Hauling contract for road materials for Pct 4 is fine.

AI-34259 **Purchasing Department 23. D. 1.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 4 with Paul M. Vazaldua d/b/a Vazaldua & Associates in the amount of $9,500.00 in connection to contract #C-11-269-10-18 for: "Professional Services Agreement" with PAUL M. VAZALDUA d/b/a VAZALDUA & ASSOCIATES for the purposes of providing "Consulting Services."

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be allocated by Mr. Valde Guerra as per the court's staff.

Attachments

WA#4

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Rocio Villarreal Started On: 09/14/2012 04:04 PM

Final Approval Date: 09/14/2012

HIDALGO COUNTY

Professional Consulting Services

Contract #C-11-269-10-18

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, VAZALDUA & ASSOCIATES, "Professional Consultant" of McAllen, Texas, hereinafter called **"Consultant".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Consultant** to provide consulting services as it pertains to the following:

Funding Source: **U.S. Department of Justice – Office on Violence Against Woman**

OVW Fiscal Year 2012 Domestic Violence Homicide Prevention Demonstration Initiative

The scope of services to be provided by the Owner is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Consultant** is identified in **Exhibit "B"-Scope of Services to be provided by the Consultant** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this ***Work Authorization #4*** is $ 9,500.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

PART 3. PAYMENT

Compensation and payment to the Consultant for the services established under this Work Authorization shall be made in accordance with applicable sections of the Agreement.

PART 4. FUNDING

This Work Authorization No.___ shall be funded through funding source:

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate12/31/11 as indicated in the "Exhibit B- Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2011.

THE CONSULTANT:
VAZALDUA & ASSOCIATES

BY:_____
Paul Vazaldua, Principal Consultant

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Services to be provided by the Consultant
ATTACHMENT "B" – Scopes of Work
ATTACHMENT "C" – Estimated Cost Proposal
ATTACHMENT "D" – Rate / Fee Schedule

ATTACHEMNT "A"

SERVICES TO BE PROVIDED BY THE CONSULTANT

Professional Grant Writing Services for the Solicitation of Federal, State, Private, or Other Sources for the following:

1. Grants which entice the improvements of the Judicial System

2. Grants which develop courts and/or programs to assist in cases of Human Trafficking

3. Grants which develop courts and/or programs to assist in cases on Violence Against Woman

4. Grant which will provide general improvement to the entire judicial system

Scope of Work includes the following but not limited to:

PHASE ONE

Identify funding sources
Review Grant solicitation
Ensure County of Hidalgo eligibility
Provide program summary of project to Judge Gonzalez
Obtain all required forms
Attend Pre Conference Call
Prepare and Submit Letter of Intent

PHASE TWO
Coordinate and facilitate meetings with stakeholders
Coordinate and obtain letters of support from stakeholders

PHASE THREE
Prepare grant application
Prepare COG Review
Obtain required signatures

PHASE FOUR
Submit Grant application to appropriate funding source

ATTACHEMENT "B"

Scope of Work

Work Authorization Number One

Funding Source: **U.S. Department of Justice – Office of Woman Against Violence**

OVW has initiated this Demonstrative Initiative (DI) to implement violence homicide reduction and prevention models and evaluate how well they work in different communities as well as the key components of successful adaptations of the models. In addition, the DI will help build the capacity of state, local and tribal jurisdictions to improve identification of and services for high-risk victims while better monitoring high-risk offenders to reduce domestic violence related homicide. It is OVW's hope that the DI will also identify barriers to providing quality assistance and advocacy as well as document and disseminate solutions for replication.

More specifically, this initiative will support interventions that:

- Improve upon existing cooperative efforts and partnerships with law enforcement, prosecutors, victim advocacy groups, civil and criminal courts, health care providers, housing programs, children's services, community-based organizations, state domestic violence coalitions and other parties related to the prevention and responses to domestic and dating violence incidents;
- Develop multidisciplinary high risk teams that will fully participate in the implementation and evaluation of assigned intervention. Activities include:
    - Implementing site-specific rist assessment models;
    - Improving screening and management methods of high-risk offenders;
    - Providing ongoing victim advocacy and referrals to comprehensive including legal, housing, and economic assistance.

Receive training on evidence-based risk factors for domestic and dating violence homicide and how to appropriately administer risk assessment instruments; and

Adapt risk assessment tools and accompanying interventions to be culturally appropriate

ATTACHMENT “C”

ESTIMATED COST PROPOSAL

Cost for work authorization number four is $9,500.00

TASK	INVOICE NUMBER	%	Inv Date
PHASE ONE	**Invoice Number One**	**30**	**Sept 30**

- Identify funding sources
- Review Grant solicitation
- Ensure County of Hidalgo eligibility
- Provide program summary of project to Judge Gonzalez
- Obtain all required forms

PHASE TWO, PHASE THREE, PHASE THREE	**Invoice Number Two**	**70**	**Oct. 10**

- Coordinate and facilitate meetings with stakeholders
- Coordinate and obtain letters of support from stakeholders
- Prepare letter of Intent
- Prepare grant application
- Prepare COG Review
- Obtain required signatures
- Submit Grant application to appropriate funding source

AI-34089 **23. E. 1.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:
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 purchase an Automated Afix Identifier V 6.1 Fingerprint-Based 2-10:N System that includes Software License, Support Plan, Installation and training, System Hardware and 2 consectutive days of onsite training thru requisition # 221781

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Amount available for requisition# 221781 as of 9-14-12 $20,625.00 for Afix Technologies.

Available by Object Code:
320 $ 2,000
336 $ 4,125
745 $14,500

Attachments

Affix Technologies

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/14/2012 01:13 PM
Budget & Management	Merlen P. Munoz	09/14/2012 02:25 PM
Manuel Chapa	Manuel Chapa	09/14/2012 04:50 PM
Auditor's Office	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Tanya Delira Started On: 09/06/2012 10:17 AM

Final Approval Date: 09/14/2012

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00221781
PO #
Date: 08/24/12

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: MIKE GARZA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ADULT DETENTION FINGER PRINTING SYSTEM UPGRADE DO NOT DUPLICATE ORDER		
1.00	EACH	SS AFIX IDENTIFIER V 6.1 FINGERPRINT-BASED 2-10:N AUTOMATED IDENTIFICATION SYSTEM	14,500.00	14,500.00
1.00	EACH	SOFTWARE LICENSE, AFIX IDENTIFIER V 6.1 SINGLE USER LICENSE FOR WINDOWS 7	.00	.00
1.00	EACH	1-YEAR AFIX IDENTIFIER SUPPORT PLAN (DESCRIBED IN SPECIFICATIONS)	.00	.00
1.00	EACH	INSTALLATION AND ONE DAY ONSITE TRAINING FOR UP TP FIVE TRAINEES IN THE OPERATION OF THE AFIX IDENTIFIER SYSTEM	.00	.00
1.00	EACH	DELL PRECISION T3600 COMPUTER SYSTEM (CONFIGURATION AS DESCRBED BELOW OR BETTER), EPSON PERFECTION V500 FLATBED SCANNER, EPSON WORKFORCE 60 INKJET PRINTER, CROSSMATCH VERIFIER 300 LC 2.0 SINGLE FINGER CAPTURE DEVICE, LOGITECH ORBIT USB-TWAIN DIGITAL CAMERA, APC BACK-UPS PRO 1000VA UNINTERRUPTIBLE PWR SUPPLY	.00	.00
1.00	EACH	SHIPPING COSTS (COMPUTER SYSTEM AND ALL RELATED HARDWARE)	.00	.00
1.00	EACH	SS TWO CONSECUTIVE DAYS OF ONSITE TRAINING IN THE OPERATION OF THE AFIX TRACKER	2,000.00	2,000.00
1.00	EACH	SS TO BRING EXISTING TRACKER SYSTEM CURRENT WITH MAINTENANCE AND ALLOW UPGRADE TO NEWEST SOFTWARE VERSION. ANNUAL TRACKER MAINTENANCE- $5,500,LESS $1,425 FOR MAINTENANCE PADI FOR TRACKER LE SYSTEM THAT WILL BE RETIRED AND REMOVED AS AN ASSET.	4,125.00	4,125.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-320	2,000.00	
		2-1100-421-00-280-001-0-336	4,125.00	
		2-1100-421-00-280-001-0-745	14,500.00	
			Freight	.00
			Total	20,625.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req 221781

Finger Printing - Jail Booking

AFIX Technologies, Inc.

Finger Printing System upgrade

SHIP TO:
Mr. Michael Garza
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
P.O. Box 1228
Edinburg, TX 78540

BILL TO:
Mr. Michael Garza
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
P.O. Box 1228
Edinburg, TX 78540

Quote Information				
Sales Person	Quote Date	Effective Date	Terms	Quote Number
Don Logan	August 1, 2012	60 days from quote date	Payable upon receipt of invoice	120731-1934B

Qty	Product	Product Description	Unit Price	Total Price
		AFIX Identifier		
1	AFIX Identifier	AFIX Identifier v.6.1 fingerprint-based 2-10:N Automated Identification System	$14,500	$14,500
1	Software License	AFIX Identifier v.6.1 single user license for Windows 7	Included	Included
1	Support Plan	1-year AFIX Identifier Support Plan (described in specifications)	Included	Included
1	Installation & Training	Installation and one day of onsite training for up to five trainees in the operation of the AFIX Identifier system	Included	Included
1	System Hardware	Dell Precision T3600 computer system (configuration as described below or better), Epson Perfection V500 flatbed scanner, Epson WorkForce 60 inkjet printer, CrossMatch Verifier 300 LC 2.0 Single Finger Capture Device, Logitech Orbit USB-TWAIN digital camera, APC Back-UPS Pro 1000VA uninterruptible power supply	Included	Included
	Shipping	Shipping costs (computer system and all related hardware)	Included	Included
1	Tracker Training	Two consecutive days of onsite training in the operation of the AFIX Tracker	$2,000	$2,000

745

320

Revised 07/11/2012

1	Tracker Maintenance	To bring existing Tracker system current with maintenance and allow upgrade to newest software version. Annual Tracker maintenance - $5,550, less $1,425 for maintenance paid for Tracker LE system that will be retired and removed as an asset.	$4,125	$4,125

336

Grand Total:	$20,625

AFIX Technologies, Inc.
205 N. Walnut
Pittsburg, KS 66762
Office 620-232-6420
FAX 620-232-2606

Monday, July 30, 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, training, 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.
- 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.
- 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® 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
Chief Operating Officer
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:

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: 09/18/2012

RE: "Sole Source Declaration" AFIX Technologies, Inc.

The Hidalgo County Sheriffs Office Law Enforcement Facility is in need of purchasing a new Afix Identifier V 6.1 Fingerprint-Based 2-10:N Automated Identifier System. 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 purchase of this equipment and future continue the renewal of the software maintenance and support with AFIX Technologies, Inc for any new or existing Afix Products and services.

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-34162 **Closed Session 25. C.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Cause #C-1529-08-1; Dyer v. Hidalgo County & TXDOT

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 11:05 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Angela Garcia Started On: 09/12/2012 10:22 AM

Final Approval Date: 09/14/2012

AI-34196 **Closed Session 25. D.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Christy M. Florido

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 04:49 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Aida Alvarez Started On: 09/12/2012 04:39 PM

Final Approval Date: 09/14/2012

AI-34232 **Closed Session 25. E.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Consuelo Gonzalez

BACKGROUND

Co. Attys
Gonzalez & Palacios

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 10:01 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Monica Badillo Started On: 09/14/2012 09:51 AM

Final Approval Date: 09/14/2012

AI-34247 **Closed Session 25. F.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Cindy Dillon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 03:11 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Monica Badillo Started On: 09/14/2012 02:43 PM

Final Approval Date: 09/14/2012

AI-34256 **Closed Session 25. G.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Guerra Construction

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 04:13 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Monica Badillo Started On: 09/14/2012

Final Approval Date: 09/14/2012

AI-34163 **Open Session 26. C.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Cause #C-1529-08-1; Dyer v. Hidalgo County & TXDOT

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 11:05 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Angela Garcia Started On: 09/12/2012 10:34 AM

Final Approval Date: 09/14/2012

AI-34198 **Open Session 26. D.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Christy M. Florido

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 04:49 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Aida Alvarez Started On: 09/12/2012 04:41 PM

Final Approval Date: 09/14/2012

AI-34233 **Open Session 26. E.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Consuelo Gonzalez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 10:01 AM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Monica Badillo Started On: 09/14/2012 09:53 AM

Final Approval Date: 09/14/2012

AI-34249 **Open Session 26. F.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Cindy Dillon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 03:11 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Monica Badillo Started On: 09/14/2012 02:49 PM

Final Approval Date: 09/14/2012

AI-34268 **Open Session 26. G.**

CC REGULAR

Meeting Date: 09/18/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Hidalgo County v. Guerra Construction

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 04:47 PM
Purchasing Department	Angela Garcia	09/14/2012 05:15 PM

Form Started By: Angela Garcia Started On: 09/14/2012 04:45 PM

Final Approval Date: 09/14/2012

From:	Steve Crain
To:	"Monica Badillo"
Subject:	RE: elections agenda item
Date:	Friday, September 14, 2012 1:06:23 PM

Correct. I will have a document to you this afternoon.

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Friday, September 14, 2012 12:41 PM
To: 'Steve Crain'
Cc: Marynel Trevino; valde.guerra@co.hidalgo.tx.us
Subject: RE: elections agenda item

Under county and district, right? You are preparing document, correct?

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, September 13, 2012 4:01 PM
To: 'Monica Badillo'
Subject: RE: elections agenda item

Monica: Please list the agenda as follows: Approval of Contract for Election Services Between Hidalgo County and Hidalgo County Drainage District No.1 in accordance with that certain Interlocal Cooperation Agreement dated September 20, 2005.

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Thursday, September 13, 2012 2:32 PM
To: Steve Crain
Cc: Marynel Trevino
Subject: elections agenda item

Agenda item wording examples:

Approval of Full Contract for Election Services between Hidalgo County and the Donna Independent School District for their election to be held on November 6, 2012.

On 1/29/07 this was the agenda item:
Approval of amended Election Services Agree. Between County of Hidalgo and Hid. Co. DD#1 for their Nov. 7, 2006 Special Bond Election

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

(956) 292-7025 ext. 5404
(956) 292-7034 (fax)