



SPECIAL MEETING - OCTOBER 16, 2012

MEMBERED, that on this 16th day of October A.D., 2012, there was begun and
SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County,
in the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE JOEL QUINTANILLA	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE
COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings
were had, to-wit:



AGENDA CC REGULAR CONSENT COMMISSIONERS' COURT September 11, 2012 9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a
SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers
415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating
to the following business will be transacted:

NOTICE TO THE PUBLIC CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been
furnished with background and support on each item, and/or it has been discussed at a previous
meeting. All items will be acted upon by one vote without being discussed separately unless
requested by a Court Member, in which event the item or items will immediately be withdrawn for
individual consideration in its normal sequence after the items not requiring separate discussion
have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 4
JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve the Commissioners' Court
Consent Agenda, with the exception of items 3.L. and 6.D.)

Vote: 3 - 0 - Unanimously

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Board made a UNANIMOUS vote to approve item 3.L.

Vote: 3 - 0 - Unanimously

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS, the Board made a UNANIMOUS vote to approve item 6.D.

Vote: 3 - 0 - Unanimously

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2012 Intradepartmental transfers:**
 - A. 2012 - Tax Office (1246)
 - B. 2012 - Tax Office (1100)
 - C. 2012 - Sheriff's Office (1100)
 - D. 2012 - Sheriff's Office (1100)
 - E. 2012 - Sheriff's Office (1100)
 - F. 2012 - Human Services (1100)
 - G. 2012 - Health & Human Services Dept. (1293)
 - H. 2012 - Health & Human Services Dept. (1293)
 - I. 2012 - I.T. Department (1100)
 - J. 2012 - I.T. Department (1100)
 - K. 2012 - County Clerk (1100)
 - L. 2012 - District Clerk (1100)
 - M. 2012 - Texas AgriLife Extension Service (1100)
 - N. 2012 - Law Library (1247)
 - O. 2012 - J.P. 4/1 (1100)

- I. Request by Texas A&M AgriLife Extension Service Hidalgo County through Barbara Storz, CEA-Horticulture/County Coordinator for CC removal of the fixed assets in Exhibit A with all pertinent back up information as attached.
- J. Acceptance and approval of request for payment of Invoice #1102707-8 in the amount of \$89,427.26 as submitted by CAS Companies in connection with the "Hidalgo County Morgue Renovation" Project amid PO#663746 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.
- K. Approval of Request for Payment-Application No. 8 R1 in the amount of \$162,762.55 from D. Wilson Construction Co. awarded contractor for the, "Construction of the Sheriff's Office Substation in the Pct 1 Area", and as certified for payment by project architect, Gignac & Associates-C-11-032-01-20.
- L. Hidalgo County H.I.D.T.A. Department is requesting approval to remove from their inventory system the following County asset.

Asset Tag No.	Description	Serial No.
49320	Sig Sauer - 229R	AM126534

M. Sheriff's Office:
 Requesting authority to renew 2 IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Services for 12 months from October 1, 2012 thru September 30, 2013 thru requisition 222835 in the amount of \$1,993.20.

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 16TH day of October, 2012
 ARTURO GUAJARDO, JR., County Clerk
 Hidalgo County, Texas

By: _____
 Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on October 16, 2012.

Signed this 16 day of October 2012

AI-34179

6. M.

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar

Submitted By:

Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:

Requesting authority to renew 2 IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Services for 12 months from October 1, 2012 thru September 30, 2013 thru requisition 222835 in the amount of \$1,993.20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-421-00-280-001-0-336

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 222835 as of 10-12-12 \$1,993.20 for IBM.

Attachments

Legals Review-Requisition-Quote

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 05:12 PM
Budget & Management	Merlen P. Munoz	10/12/2012 08:05 AM
Manuel Chapa	Manuel Chapa	10/12/2012 09:00 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM
Form Started By: Tanya Delira		Started On: 09/12/2012 02:37 PM
	Final Approval Date: 10/12/2012	

From: Tanya.Delira
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: REQ#222835
Date: Thursday, October 11, 2012 1:37:48 PM

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, October 11, 2012 9:00 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'; norma.silva@da.co.hidalgo.tx.us
Subject: RE: REQ#222835

Marty,



I have reviewed the IBM annual subscription renewal and approve as to the form of the agreement.

Thanks.

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

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From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, October 10, 2012 3:01 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'; norma.silva@da.co.hidalgo.tx.us
Subject: FW: REQ#222835
Importance: High

Ms. Josephine:
Please review and comment as to form. I should have forwarded this sometime ago, but for some

reason, it fell through the cracks. We need to address for Sheriff's Office.
Marty

From: Tanya.Delira [<mailto:tanya.delira@co.hidalgo.tx.us>]
Sent: Wednesday, September 12, 2012 2:41 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: 'Myra Montoya'
Subject: FW: REQ#222835

Ms. Marty may you please forward this to legal for their review.

Thanks!!!

From: Myra Montoya [<mailto:myra.montoya@hidalgoso.org>]
Sent: Wednesday, September 12, 2012 2:33 PM
To: 'Tanya.Delira'
Subject: REQ#222835

TANYA, SORRY I ASK FOR MANY THINGS BUT CAN YOU PLEASE, PLEASE TRY TO PUT THIS IN CC FOR NEXT WEEK. I WILL GO AHEAD AND CALL ANGELA ONCE IT'S THERE SO SHE CAN MOVE IT. PLEASE LET ME KNOW.

THANK YOU!!!!!!!

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00222835

PO #

Date: 09/12/12

Bill To: x
x

Vendor: 224243
 IBM CORPORATION
 P.O. BOX 676673
 DALLAS TX 75267-6673

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
 711 EL CIBOLO RD.
 EDINBURG TX 78539

Contact: MYRA MONTOYA
 956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2.00	EACH	DO NOT DUPLICATE ORDER		
1.00		IBM I2 ANALYST'S NOTEBOOK CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL FOR 12 MONTHS OCTOBER 1, 2012 - SEPTEMBER 30, 2013	996.60	1,993.20
		Account No		.00
		2-1100-421-00-280-001-0-336	Encumbrance	
			1,993.20	
			Freight	.00
			Total	1,993.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Quotation Number: 15929017
 IBM Contact: Kenneth M. Robinson
 Phone Number: 1-720-349-0218

11-Oct-2012

SAP Customer Number: 3442436
 IBM Customer Number: 4274494

Quote Effective Date: 11-Oct-2012
 Quote Expiration Date: 30-Nov-2012

Customer:

Attn: Myra Montoya
 Hidalgo County Sheriffs Office
 711 El Cibolo Rd
 EDINBURG TX 78539
 UNITED STATES

Payer: 3442436

Hidalgo County Sheriffs Office
 711 El Cibolo Rd
 EDINBURG TX 78539
 UNITED STATES

Item	Part Number	Quantity	Unit Price	Extended Amount
IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months				
001	E0DPCLL	2	996.60	1,993.20
01-Oct-2012 - 30-Sep-2013				
Applicable tax will be recalculated at the time of order processing.				
Subtotal in USD:				1,993.20
Total in USD:				1,993.20

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.



Quotation Terms and Conditions

1. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at <http://www-306.ibm.com/software/sla/sladb.nsf/> and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.
2. More detailed information about Support can be found in the IBM Software Support Guide, located at <http://techsupport.services.ibm.com/guides/handbook.html>.
3. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.*
4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.**
5. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.
6. Net Payment of the Total Fees is due upon receipt of invoice from IBM. ***
7. Shipping is FOB Origin.
8. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. ***
9. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.
10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.
11. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.
12. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

* For Customers in Brunei, Indonesia, Philippines, Vietnam, Malaysia, Thailand, Hong Kong, Taiwan, or Macau Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the



delivery date.

* For Customers in Europe, Middle East or Africa Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

* For Customers in Australia Item 3 is replaced as follows:

3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of GST or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

* For Customers in Japan Item 3 is replaced as follows:

3. Price quoted does not include any consumption tax. Applicable consumption tax will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

** For Customers in Europe, Middle East or Africa Item 4 is replaced as follows:

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

*** For Business Partner Item 6 is replaced as follows:

6. Net payment due upon receipt or per your Partner Agreement

*** For Business Partner Item 8 add the following:

Added to 8. Prior to providing any Program(s) to the End user, you will ensure that the terms of each end-user license agreement satisfies the requirements of your Partner Agreement.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order.

Afghanistan, Albania, Algeria, Andorra, Angola, Bahrain, Belgium, Benin, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Caper Verde, Central African republic, Chad, The Democratic Republic of Congo, Cote D'Ivoire, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, France, French Guiana, French Polynesia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Italy, Japan, Jordan, Kenya, Kuwait, Lesotho, Liberia, Libya, Macedonia, Malawi, Mali, Malta, Mauritania, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Poland, Qatar, Rwanda, San Marino, Sudan, Swaziland, Syria, United Republic of Tanzania, Togo, Tunisia, Turkey, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order. An IBM delegate will need to countersign.



Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam, Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

Agreed to:
'Customer'

Agreed to:
Local International Business Machines Delegate

By _____
Authorized Signature

By _____
Authorized Signature

Name (type or print):

Name (type or print):

Date:

Date: