AI-36532 **Budget and Management 6. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and possible action on proposed policy restricting salary schedule changes after budget adoption proceedings.

BACKGROUND

Certain exceptions apply: Refer to policy

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required; no fiscal impact to Co.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/18/2013 02:18 PM
Ivan Cantu	Ivan Cantu	01/18/2013 02:41 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Angela Garcia Started On: 01/18/2013 01:41 PM

Final Approval Date: 01/18/2013

AI-36466 **Budget and Management 6. B.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Dina Trevino **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Jail Landmark (1100):
Approval to designate the amount of $26,400.00 in the year 2012 for expenditures related to repairs and maintenance of the County Jail in connection with the Landmark case.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-253-10-000-000-0-000

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

BUDGETARY IMPACT:

Monies were on PO# 681826

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	01/18/2013 11:02 AM
Budget & Management	Obdett Calzada	01/18/2013 11:11 AM
Roland Garcia	Rolando Garcia	01/18/2013 03:09 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Manuel Chapa Started On: 01/16/2013

Final Approval Date: 01/18/2013

AI-36515 **Budget and Management** **6. C. 1.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Pct #4 - Drainage Impr. Proj. **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #4 Drainage Improvement Project (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.
b. Approval of 2012 appropriation of funds for Pct. #4 Drainage Improvement Project (program 036) in the amount of $47,290.56 (Labor Reimbursements - November 2012).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-036-0-XXX

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

BUDGETARY IMPACT:

Approval of 2012 appropriation of funds in the amount of $47,290.56 for Pct #4 Drainage Improvement Project (Labor Reimbursements - November 2012)

Revenue account# 2-1200-360-00-124-002-0-000 R&B Pct. #4 - Misc Drain Reimb. - Revenues

Attachments

appropriation

cert of rev

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	01/17/2013 03:51 PM
Budget & Management	Obdett Calzada	01/17/2013 04:25 PM
Roland Garcia	Rolando Garcia	01/18/2013 09:05 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Manuel Chapa Started On: 01/17/2013

Final Approval Date: 01/18/2013

DATE: January 17, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for - Pct# 4 Drainage Improvement Project

ACCOUNT NUMBER: 2-1200-431-00-124-036-0-XXX

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

2012
Appropriation

AI# 36515

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
2-1200-431-00-124-036-0-113	Pct 4 Drain Imprv Prj	Reg F/T Employees	37,437.10
2-1200-431-00-124-036-0-211	Pct 4 Drain Imprv Prj	Health Insurance	3,145.78
2-1200-431-00-124-036-0-212	Pct 4 Drain Imprv Prj	Life Insurance	20.43
2-1200-431-00-124-036-0-220	Pct 4 Drain Imprv Prj	FICA	2,775.00
2-1200-431-00-124-036-0-230	Pct 4 Drain Imprv Prj	Retirement	3,724.98
2-1200-431-00-124-036-0-250	Pct 4 Drain Imprv Prj	Unemployment Comp	187.27
2-1200-431-00-124-036-0-260	Pct 4 Drain Imprv Prj	WC	-
2-1200-360-00-124-002-0-000	R&B Pct 4 - Misc Drain Reimb - Revenues		47,290.56
		TOTAL BUDGET INCREASE (DECREASE)	**$ 47,290.56**

REASON: Appropriation of funds for Pct 4 Drainage Improvement Project - Labor Reimbursements **November** 2012 (PP# 22, 23, &24)

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

January 17, 2013

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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from drainage improvement labor reimbursements in amount of $47,290.56 for Precinct No. 4. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/19/13
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 138TH 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-36467 **Budget and Management 6. C. 2.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Dina Trevino **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Jail Landmark (1100):
a. Approval to undesignate the amount of $26,400.00 in the year 2013 for expenditures related to repairs and maintenance of the County Jail in connection to the Landmark Case.
b. Approval of 2013 appropriation of funds in the amount of $26,400.00 to fund jail repairs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-086-0-431

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

BUDGETARY IMPACT:

2013 Appropriation of funds in the amount of $26,400.00 to fund jail repairs.

Funds will be unreserved from Account# 3-1100-253-10-000-000-0-000 (Designated F/B-Jail Repairs/Landmark)

Reference PO# 681826

Attachments

appropriation - Landmark

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	01/18/2013 11:03 AM
Budget & Management	Obdett Calzada	01/18/2013 11:12 AM
Roland Garcia	Rolando Garcia	01/18/2013 03:09 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Manuel Chapa Started On: 01/16/2013

Final Approval Date: 01/18/2013

DATE: January 17, 2013

2013
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME:

AI# 36467

Dept. of Budget & Mgmt. for - Jail Landmark

ACCOUNT NUMBER: 3-1100-423-21-280-086-0-431

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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
3-1100-423-21-280-086-0-431	Jail Landmark	Bldg & Other Struc R&M Srv	26,400.00
		TOTAL BUDGET INCREASE (DECREASE)	26,400.00

REASON: To appropriate funding in the amount of $26,400.00 to fund jail repairs related to the Landmark Case. Funds will be unreserved from Account# 3-1100-253-10-000-000-0-000 (Designated F/B-Jail Repairs/Landmark)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-36204 **County Judge's Office 7. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term, effective January 22, 2013.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/08/2013 10:18 AM
Roland Garcia	Rolando Garcia	01/18/2013 03:09 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: SANDRA DELEON Started On: 01/08/2013 08:24 AM

Final Approval Date: 01/18/2013

AI-36431 **County Judge's Office 7. B.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Adrian Guerra, County Judge's **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Acceptance of resignation of Emily Rickers from Subdivision Advisory Board
2. Acceptance of new appointment to Subdivision Advisory Board

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 01:40 PM
Roland Garcia	Rolando Garcia	01/17/2013 04:59 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/16/2013 10:41 AM

Final Approval Date: 01/18/2013

AI-36512 **County Judge's Office 7. C.**

CC REGULAR

Meeting Date: 01/22/2013

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

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Proclamation in support of the Children's Advocacy Center, Estrella's House

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 01:55 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/17/2013 12:36 PM

Final Approval Date: 01/18/2013

AI-36544 **County Judge's Office 7. D.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Karina Cardoza **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Approval of appointment of interns from Business, Education and Technology Academy in Edinburg:
   - Marisela Prieto
   - Marcela Hernandez-Flores
   - Cecilia Garza
   - Juanita Isabel Rea
2. Authorization for County Judge or authorized representative (Karina Cardoza, Public Affairs Director) to sign Affiliation Agreement for Internship-Preceptorship Program

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Interns do not get paid from County funds; no fiscal impact to Co. Internship program is voluntary.

Attachments

agreement

Juanita

Marcela

Cecilia

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/18/2013 02:56 PM
Ivan Cantu	Ivan Cantu	01/18/2013 03:08 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/18/2013 02:34 PM

Final Approval Date: 01/18/2013

Business, Education & Technology Academy

South Texas Independent School District

2012-2013 Intership Prospectus

"Bridging Our School to the Community"

510 S. Sugar Rd.
Edinburg, Texas 78539
956-383-1684
www.beta.stisd.net



Resourceful

Skillful

Conscientious

Knowledgeable

Loyal

Innovative

Self-Motivated

Contents

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Acknowledgments	**Page 2**
Internship Assurances for Business Partners	**Page 3**
Campus Internship Student Agreement	**Page 4**
Internship Objectives/Operating Standards Guide	**Page 5**
Intern Evaluation Forms	**Page 6**

Attachments

Affiliation Agreement for Preceptorship Program

District Liability Insurance

2012-2013 School Calendar

BETA IT Intern Evaluation Rubric

BETA 2012-2013 Four-Year Course Sequence

Business Education Technology Academy

South Texas Independent School District

Career and Technology Education

Preparing Leaders for the 21st Century."

January 9, 2013

Karina Cardoza, Director of Interns
County of Hidalgo Public Relations
Honorable County Judge Ramon Garcia
Human Resources Department
1615 Closner Boulevard: Ste. F
Edinburg, TX 78539

RE: BETA Intern: Cecilia Garza

Dear Ms. Cardoza,

At South Texas Business Education & Technology Academy (BETA), we strive to provide relevant real life experiences for our students that extend beyond the classroom. The Career&Technical Education Committee (CTE), with the cooperation of exemplary local businesses, are in the process of establishing a program that will create hands-on experiences for our students.

Our goal is to place senior level business and technology students in short term career-shadowing positions which enable our highly motivated students to gain practical real world experience. It is our belief that this program will enrich the classroom experience and facilitate understanding of sound business and technology practices.

BETA works synergistically with the BETA Advisory Committee (BAC) which is comprised of business professionals who are committed to enriching curriculum. Together, we keep abreast of current trends and technological advances within the business community and reflect these trends in our academic tracks. Our business track currently includes rigorous courses in management, business law, and accounting. Our technology track includes rigorous courses in digital graphics and animation, web technology, and computer science.

We truly appreciate the internship-placement of our student with your organization. This career-training will be a strong educational investment for Cecilia. On behalf of South Texas BETA, thank you for your time and consideration of our program.

Sincerely,

Magdalena Gutierrez, Principal
Career and Technical Education Committee
BETA Advisory Committee

Business Education Technology Academy

South Texas Independent School District

Career and Technical Education

"Preparing Leaders for the 21st Century."

Internship Assurances for Business Partners

- Student must be a senior enrolled in Business Management & Administration Practicum.
- Student will work with mentors of the interning firm to receive training to develop projects, as well as,make contributions that are of value to the interning site.
- Students will not displace regular paid employees, however, they will intern under with employee- supervision as designated by management.
- Students are expected to be trustworthy and responsible in handling proprietary and confidential information. * Contact supervisor when not able to attend on site-day.
- Student will be transported to his/her job site on a school bus from the BETA campus. No personal transportation will be allowed.
- The job site will be designated by the Internship Coordinator & Administration based on intern-career interests; interviews may be required by the selected sites.
- Students will receive class 2-credits: **Practicum/ Business Management Administration** curricula.
- Student will be evaluated at the job site every three-week grading period. A system of evaluation will be established to assess students' performance, productivity and contributions.
- Student must adhere to the school dress code policy and student code of conduct. Student will be **required** to dress in uniformed business-casual attire.
- The use of cell phones at the job site is strictly prohibited; with a risk-of- removal from site.
- Paid internships will not be allowed. Volunteer / community hours are not applicable.
- If a student is not meeting the required standards; a meeting will be called between the student, mentor and BETA teacher-coordinator. This is to reach an understanding for all parties. The results may call for establishing a re-learning growth development plan or if recommended by the mentor; the intern's student -agreement will be immediately canceled and the intern will be re- assigned to an on-campus BETA site.

_____
Student Signature

_____
Parent Signature

_____
Nashla Showery S. Instructor-Coordinator

_____
Magdalena Gutierrez, Principal

Student Agreement of Internship-Compliances

- Student must be a graduating senior; he/she will report to class on site days by 8:15 a.m.
- Student will work with mentors of the interning firm to receive training to develop projects, as well as,make contributions that are of value to the interning site.
- Students will not displace regular paid-employees; however, they will be trained and intern under close employee supervision as designated by management.
- Students are expected to conduct themselves professionally, by being trustworthy **and responsible in handling proprietary and confidential information.**
- Student will be transported to his/her job site on a school bus from the BETA campus. No personal transportation will be allowed.
- The job site will be designated by the school based on career interests of the interns; interviews may be required by the interning firm.
- Students will receive 2-credits for Business Administration (1) curricula and (1) Internship.
- Student will be evaluated at the job site every three-week grading period. A system of evaluation will be established to assess students' performance, productivity and contributions.
- Student must adhere to the school dress code policy and student code of conduct. Student will be **required** to dress in uniformed business-casual attire.
- The use of cell phones at the job site is strictly prohibited; with a risk-of- removal from site.
- Paid internships will not be allowed. Volunteer / community hours are not applicable.
- If a student is not meeting the required standards; a meeting will be called between the student, mentor and BETA teacher-coordinator. This is to reach an understanding for all parties. The results may call for establishing a re-learning growth development plan or if recommended by the mentor; the intern's student -agreement will be immediately canceled and the intern will be re- assigned to an on-campus BETA site.

_____ _____

Student Name (Print) Date

_____ _____

Student Signature Nashla Showery S. Instructor-Coordinator

Internship Objectives

- The student will learn to communicate effectively with professionals in the Business and Technological environment.
- The student will be exposed to the cultural and business dynamics within a professional organization.
- The student will gain practical real world experience in a professional job environment.
- The student will establish long-term professional relationships through networking.
- The student will incorporate their professional experience in college application essays.

Technology Internship Operating Standards Guide

During the internship process we hope that our students will be exposed to the components that make a successful business. Below we offer a recommended guide to help you structure our students' experience. We are able to customize the standards of your type business.

1. Professionalism/Ethics	• Professional Dress • Trustworthiness • Honesty • Being Pro-Active
2. Communication	• Attending Staff Meetings • Active Listening • Trouble Shooting • Laws, Rules and Regulations specific to Technology
3. Time Management	• Absences and Tardiness • Project Deadlines • Timeliness and Procrastination • Organization
4. Project Design and Completion	• Client Interviews • Project -Launch Planning • Review and Redesign Process • Project Completion/

Business Education Technology Academy

South Texas Independent School District

Career and Technical Education

"Preparing leaders for the 21st Century."

Business, Education & Technology Academy –Internship Evaluation

Student Name: _____ Business Name: _____

Business Sponsor (person): _____

Number of Hours Served: _____ _____other (specify number of hours)

Brief Description of Intern's Experiences: _____

_____

This evaluation contributes to the academic credit for this Internship. Please discuss this evaluation with the student - intern before sending it to the student's Career Internship Coordinator.

Please evaluate overall performance of the assigned Intern

Personal Qualities	Exceptional	Meets Expectations	Satisfactory	Needs Improvement
1. Dependable and responsible for --completing tasks.				
2. Exercises good judgment in independent situations.				
3. Is friendly and respects others				
4. Is conscientious in fulfilling assignments and shows initiative.				
5. Follows directions on a timely basis.				
6. Presents neat and accurate work.				
7. Asks appropriate questions in a professional manner.				
8. Is cooperative and industrious --in completing tasks.(productive)				
9. Is courteous to all Office Personnel.				
10. Is Pro-Active by asking questions if a directive is not understood.				

Circle one	10 9	8 7	6 5 4	3 2 1

Comments: _____

_____

Business /Sponsor's Signature: _____ Date: _____

Telephone Number: _____ E-mail: _____

_____

Thank you for participating in our STISD/ BETA Internship Program.

Business Education Technology Academy

South Texas Independent School District

Career and Technical Education

"Preparing Leaders for the 21st Century."

AFFILIATION AGREEMENT FOR INTERNSHIP- PRECEPTORSHIP PROGRAM

The BETA campus of South Texas ISD's all Magnet School District presents this contract –of- agreement for the training of un-paid Senior Interns in the Business and Technology tracks. This program presents a great benefit to site-locations of the lower Rio Grande Valley with prepared students interested in careers of Business and Technology.

The intent of on-site learning experiences is to provide students opportunities that will contribute growth to their desired careers and higher learning; as well as, to aid in making wise career choices for their future.

This agreement is between South Texas · Business Education Technology Academy, hereinafter referred to as BETA and your organization, **OFFICE OF HIDALGO COUNTY JUDGE RAMON GARCIA,** hereinafter referred to as the Affiliate.

This agreement will become effective immediately upon execution by the parties. This agreement may be cancelled at any time upon the written request of either party.This agreement is to be evaluated and reviewed annually by both parties, and revisions will be made, as they are deemed necessary.

1. **Joint Responsibilities**
   a. Both parties will cooperate to provide students with a proper learning opportunity.
   b. Both parties will agree on the number of students receiving preceptorship at the Affiliate with consideration given to the number of preceptorship sites available.

2. **Responsibilities of BETA**
   a. Instructors and students of BETA will abide by the policies of the Affiliate while using its facilities.
   b. BETA will continually instruct and emphasize to the instructors and students, the importance of respecting the confidential nature of all information which may come to them with respect to the Affiliate members and records with which they work.
   c. BETA instructors and students will have liability insurance and will provide evidence of renewal yearly.
   d. BETA will evaluate and counsel students with regards to performance.
   e. BETA will assume responsibility for administrative functions related to students, attendance, and evaluation sheets.
   f. BETA instructors and students will be subject to all rules and regulations pertaining regular employees of the Affiliate.

3. **Responsibilities of the Affiliate**
   a. The Affiliate will permit said student/s to observe and/or assist in department routines and procedures under direct supervision of licensed or qualified employees of the facility.
   b. The Affiliate agrees to assist the program by providing through its supervisory personnel, assistance with attendance and evaluation sheets, at intervals to be agreed upon.
   c. The Affiliate will inform its professional staff of its participation in the various preceptorship sites.
   d. The Affiliate will orient BETA faculty to their facilities and policies.
   e. The Affiliate reserves the right in its absolute discretion to refuse its facilities and services to any student who does not meet the professional standards proposed by the Affiliate.

   This program agreement is subject to all terms and conditions of the Affiliation Agreement between the Affiliate and BETA.

Marla M Guerra — 1/17/13
Dr. Marla Guerra, S.T.I.S.D. Superintendent

Magdalena Gutierrez — 1/17/13
Magdalena Gutierrez, Principal, BETA

OFFICE OF HIDALGO COUNTY JUDGE RAMON GARCIA

_____ — — —
Karen Cardoza, Internship Coordinator

*It is the policy of South Texas Independent School District to comply with nondiscrimination provisions and regulations of all federal and state laws by assuring that no person be denied any benefits of participation in any programs or activities which it operates on the ground of race, religion, color, national origin, sex, handicap, or age.

SOUT-60 OP ID: CP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/12

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 R. Raul Cabaza, III 956-682-2841 956-630-4015	CONTACT NAME: Cris Palacios PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: cpalacios@swkins.com
INSURED South Texas Ind School Distric 100 Med High Drive Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Markel Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Student Accident Insurance			4102AH3207219-5	12/11/12	12/11/13	Med Expen	25,000 Aggr
							AD&D	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Field Trip, Business/Technology Program.

CERTIFICATE HOLDER

EVIDENC

For Evidence of Insurance Only

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

Raul Cabaza III

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SOUTH TEXAS ISD 2012-2013 A/B DAY CALENDAR

May 6-17 End of Course Testing — A DAYS — May 21, 23 Last Internship Days

August 2012

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2012

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2012

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2013

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Holidays

September 3	Labor Day
October 8	Columbus Day
November 21-23	Thanksgiving
Dec. 24-Jan. 4	Christmas
February 18	President's Day
March 11-15	Spring Break
March 29	Easter Break
May 27	Memorial Day

Weather Make-Up Days (2)
February 18
May 27

First Day of Instruction August 27

Last Day of Instruction June 6

Grade Reporting Periods End

October 23	March 26
December 21	June 6

Exam Release Days
December 18, 19, 20, 21
June 3, 4, 5, 6

Monthly Payday

July 25	Nov. 20	Mar. 25
Aug. 24	Dec. 21	Apr. 25
Sep. 25	Jan. 25	May 24
Oct. 25	Feb. 25	June 20

Staff Development (4)
August 20, 21, 22, 23

Staff Preparation (3)
August 24
January 7
June 7

New Teacher Induction (2)
August 16, 17

Credit by Exam Test Dates
Nov. 27-29 and June 11-13

226 Non-Contract Days

State Student Assessment Days

February 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2013

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
31						

May 2013

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2013

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2013

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

BETA Internship Days: Shaded Wednesday and Friday * Mondays w Prior Notification

BETA IT Intern Evaluation Rubric

Category	Exceptional	Meets Expectations	Satisfactory	Needs Improvement
Project Design and Completion	Actively discusses, defines, and designs project with mentor, showing mentor several drafts for review, and successfully completes project.	Discusses, defines, and designs project with mentor, showing mentor one draft for review, and successfully completes project.	After prompting, discusses, defines, and designs project with mentor, showing one draft or review, but final project lacks a desired element.	After initial discussion of project with mentor, fails to show mentor drafts for review and project does not meet expectations.
Mentor-Intern Communication	Talks with mentor about ideas and problems. Asks questions and actively listens.	Usually talks with mentor about ideas or problems. Often asks questions and actively listens.	Sometimes talks with mentor about ideas or problems. Reluctant to ask questions or listen.	Rarely talks with mentor about ideas or problems. Prone to mistakes due to not understanding.
Time Management	Works 5 or more hours each week. Always notifies mentor about absences or lateness. Routinely uses time well. Limited procrastination.	Works at least 5 hours each week. Fails to notify mentor about one absence or lateness. Usually uses time well, but may have procrastinated on one or two things.	Usually works at least 5 hours each week. Fails to notify mentor about one absence or lateness. Tends to procrastinate, but usually meets deadlines.	Usually works at least 5 hours each week. Fails to notify mentor about two or more absences or lateness. Rarely meets deadlines; inadequate time management skills.
Quality of Work	Provides work of the highest quality that meets or exceeds mentor expectations. Work is error- and typo-free.	Provides high-quality work that generally meets mentor expectations. Work is error- and typo-free.	Provides good-quality work that generally meets mentor expectations and may have some errors or typos.	Provides poor-quality work that fails to meet mentor expectations and was not checked for errors or typos.
Professionalism/Ethics	Always dresses appropriately, avoids distractive behavior, and avoids excessive personal use of client equipment. Always can be trusted to choose an ethical course of action. Admits any mistakes as soon as possible.	Usually dresses appropriately, avoids distractive behavior, and avoids excessive personal use of client equipment. Most of the time can be trusted to choose an ethical course of action. Admits mistakes fairly quickly.	Tends to dress inappropriately, distract others, and/or excessively use client equipment for personal reasons. Much of the time can be trusted to choose an ethical course of action. Somewhat slow to admit mistakes.	Often dresses inappropriately, distracts others, and/or excessively uses client equipment for personal reasons. Cannot be trusted to choose an ethical course of action. Does not admit mistakes, or blames others.

South Texas Business, Education, and Technology Academy
Four-Year Course Sequence 2012 - 2013

9th Grade	10th Grade	11th Grade	12th Grade
English I Pre AP or Pre IB	English II Pre AP or Pre IB	English III AP or IB English HL Year 1	English IV AP or IB English HL Year 2
Algebra I Pre AP or Pre IB or or Geometry Pre AP or Pre IB	Geometry Pre AP or Pre IB or Algebra II Pre AP or Pre IB or Pre-Calculus Pre AP or Pre IB	Algebra II Pre AP or Pre-Calculus Pre AP or Calculus or Statistics AP IB Math Studies SL Year 1 or IB Mathematics SL Year 1	Pre-Calculus PAP Calculus AP or Calculus II AP or Statistics AP or Statistic & Risk Mgmt. IB Math Studies SL Year 2 or IB Mathematics SL Year 2
Biology Pre AP or Pre IB	Chemistry Pre AP or Pre IB	Physics Pre AP or IB Biology SL Year 1	Biology II AP or IB Biology SL Year 2 Chemistry II AP or Physics II AP or Environmental Systems
World Geography Pre AP or Pre IB	World History Pre AP or Pre IB or World History AP	U.S. History AP IB History HL Year 1	Government AP (½ credit) and Economics AP (½ credit) IB History HL 2 Year
Spanish I or Spanish II Pre AP or Pre IB	Spanish II or Spanish III or Spanish III AP Language Pre AP or Pre IB/AP	Spanish III or Spanish III AP Language or IB Language B: Spanish SL Year 1	Spanish IV AP Literature IB Language B: Spanish SL Year 2
Fine Arts Pre AP or Pre IB (art, theater, music) IB Theory of Knowledge (1/2 to 1 Credit)	Speech (½ credit) SAT Prep (½ credit) IB Theory of Knowledge (1/2 to 1 Credit)	Foundation of Personal Fitness (½ credit) Team Sports (½ credit) or IB Theory of Knowledge (1 Cr)	Cross Track Elective Choice Virtual Business (1 Credit) or Other
Business Principles of Bus. Finance and Marketing (1/2 to1 Cr) Money Matters (1/2 to 1 Cr) **Education** Principles of Education & Training (1/2 to 1 credit) Dollars and Sense (1 Credit) **Technology** Principles of Information Technology (1/2 to 1 Credit) Dollars and Sense (1/2 to 1 Credit)	**Business** Banking & Finance (1 credit) Business Mgmt. (1 credit) Accounting 1 (1 credit) DIM (1 Credit) **Education** Digital and Interactive Media (1 credit) Human Growth and Dev. (1 credit) Ed Law (1/2 to 1 Credit) **Technology** Computer Science I Pre AP or Pre IB (1 credit) Digital and Interactive Media (1 credit)	**Business** Business Law (1 credit) Accounting 1 (1 credit) or Accounting 2 (1 credit) IB Business Mgmt. HL Year 1 **Education** Instructional Practice in Ed & Training (1 credit) Child Guidance (1 credit) or/and Dual IB Philosophy HL Year 1 **Technology** Computer Science AP (1 credit) Animation (1 credit) Web Technologies (1 credit) IB Film HL Year 1 IB Computer Science HL Yr. 1	**Business** Practicum in Bus Mgmt (2 crs) Accounting 2 (1 credit) Statistics and Risk Mgmt. (1 Credit) IB Business Mgmt. HL Year 2 **Education** Practicum in Education & Training (2 credits) Ed Law (1/2 to 1 credit) IB Philosophy HL Year 2 **Technology** Research in IT Solutions Or IT Practicum (2 – 3 Credits) Adv. Animation (2 credits) Web Design (1 credit) IB Film HL Year 2 IB Computer Science HL Yr. 2

- English, Math, Science, and Social Studies classes are required each of the four years. (Ex. Algebra 1 taken in junior high will require advance Math: Pre-Calculus, Calculus, Statistics, etc. in the 4th year).
- Two track courses must be taken each year beginning in 10th grade
- Pre-Calculus is required prior to or concurrently with Statistics AP.
- Physics is required prior to or concurrently with Biology II AP or Chemistry II AP.
- Concurrent/Dual enrollment courses are available during the sophomore, junior, and senior year.
- All Core Courses are offered at the Pre-AP, Pre IB, and/or AP level
- (AP-Advanced Placement).
- Cross Track Electives may be taken once a student has exhausted all their track electives during their senior year.
- IB students will work collaboratively with a mentor to write the required "Extended Essay."
- ALL IB students will work on completing a community service project under the direction of our "Creativity, Action and Service", CAS coordinator.

Once all course requirements and offerings are met, students will be allowed to choose from other track courses, or other electives, or independent study courses.

Other Electives:
Journalism – (1 credit)
Jour. News 1, 2, or 3 (1 credit)
Jour. Yr.Bk. 1, 2 or 3 (1 credit)
Photojournalism (1 credit)
Touch System Data Entry (½ Cr)
E-Commerce (1 credit)
Sociology/Psychology (½ Cr ea.)
Reading 1 or 2 (1 credit)
Math Models (1 credit)
Rev.Tax.& Regulation (1 credit)
Human Res Mgmt. (1/2-1 credit)
Securities & Invest (1/2-1 credit)
Financial Analysis (1 credit)
Research/Tech Writing (1/2 credit)
Mandarin Chinese I, II, or III (1 Cr)
Humanities (1 credit)
Independent Study (½-1 credit)
BIM (1 credit) or BIM 2 (1 credit)
Telecom & Networking (2 credits)
Principles of Arts, A/V Technology & Communication (1 Credit)
Computer Maintenance (1 credit)
Individual Sports /Health (½ Cr)
Creative Technical Writing (1 Cr)

COUNTY OF HIDALGO

An Equal Opportunity Employer

Application for Employment

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No action will be taken on this application until you have answered all questions. We consider applicants for all positions without regard to race, color, religion, creed, sex, citizenship, national origin, age, disability, marital or veteran status, or any other legally protected status.

Please print in black ink or type response

1. Position you are applying for: Unpaid Internship ____ Department: Hidalgo County Courthouse ____ Location: 100 N Closner ____

   Lowest acceptable salary: N/A ____ per N/A ____

2. Name: Rea (Last) Juanita (First) Isabel (Middle)

3. Address: P.O. Box 617 (Number) (Street or P.O. Box) La Villa (City) 78562 (Zip)

4. Home Telephone: (956) 262-6791 ____ Cell /Other No: (956) 640-4408 ____

5. Social Security No: [redacted]

6. When will you be available to start work? January 2013

7. Are you 18 years of age or older? (If you are hired, you may be required to submit proof of age). yes

8. Are you able to provide required proof of your eligibility to work in the U. S.? yes

9. Check all types of work you would accept:

   ☐ Full-Time ☐ Day Work ☐ Shift

   ☐ Temporary: ☒ Part-Time ☐ Night Work ☐ Weekend-Shift

10. **EDUCATION:** Are you a High School graduate? Yes ☐ No ☒
Do you have a G.E.D. certificate? Yes ☐ No ☒

Name of high school: South Texas ISD Business Education and Technology Academy

Location: Edinburg, TX

School(s) attended other than high school	Location	Courses Major/Study	Credits Completed	Degree or Certificate Received
UTPA	Edinburg	Undecided	12	NONE
South Texas College	McAllen	Undecided	20	NONE

11. Other training you received (for example: special courses, work-training programs, armed forces training). Please estimate the number of training hours.
IRS Volunteer Income Tax Assistance (VITA)

12. May inquires be made of your present/past employer(s) regarding your character, qualifications, and record of employment? ☒Yes or ☐No

13. Special qualifications/skills: List qualifications/skills you possess which are required for the job you are applying for, such as driver's license (give type and number), typing and/or shorthand proficiency (give speeds), ability to operate specialized machinery or equipment, or job related training.
Proficient with 2010 Microsoft Word, Microsoft Powerpoint, and Microsoft Excel
Bilingual in English and Spanish

DRIVING JOBS ONLY: Do you have a valid driver's license? ☐ Yes ☐ No
Driver's license #: _____ Class of license: _____
Has it been suspended or revoked in the last five (5) years? ☐ Yes ☐ No
If yes, give details. _____

List professional, trade, business or civic activities and offices held. You may exclude membership, which would reveal gender, race, religion, national origin, age, ancestry, disability or other protected status:

Circle Yes or No for questions 15-19.

*****If you answer any of the following items "Yes", explain on No. #20 below. ******

15. Have you been fired or asked to resign from a job within the last five (5) years?

☐ **YES** ☒ **NO**

16. Have you ever been convicted of or pleaded guilty/no contest to a crime in civilian or military court within the last ten (10) years? (You may exclude minor traffic violations). A criminal record will not necessarily disqualify you from employment. Your case will be considered in relationship to the requirements to the particular job.

☐ **YES** ☒ **NO**

17. Have you ever been discharged from the Armed Forces under other than honorable conditions?

☐ **YES** ☒ **NO**

18. Are you working or have you ever worked for Hidalgo County?

☐ **YES** ☒ **NO**

19. Do you or does your spouse have any relatives working for or holding office in the county government? County policy prohibits or limits hiring of relatives of county employees in certain circumstances.

☐ **YES** ☒ **NO**

20. Remarks or additional information. Please explain any "Yes" responses.

Certification: I certify that all the statements made in this application form are true, complete, and correct, to the best of my knowledge. I understand false information may disqualify me from further consideration for employment.

No questions on this application are intended to secure information to be used for discriminatory purpose, as the County is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, citizenship, national origin, age, veteran or marital status, disability, or any other legally protected status.

I give my permission to the County to contact any of my former employers or references shown above to verify the information I have given. I authorize previous employers to release all records of my employment, including assessments of my job performance, ability and fitness. I release such persons and entities from legal liability.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

I understand that I may be required to successfully pass a drug screening exam. I consent to a pre and/or post employment drug screen as a condition of employment.

I certify that I do not have any detectable amounts of prohibited substances in my system. I understand that if my drug and alcohol screen turns out positive for a prohibited substance, I will not be eligible for hire, or if I am hired pending the outcome of such a test, I will be subject to immediate termination.

Juanita Real — **SIGNATURE OF APPLICANT**

January 10, 2013 — **DATE**

14. **WORK HISTORY**: BEGIN WITH YOUR MOST PRESENT AND RECENT JOB and list every employment. Attach extra pages if needed. Account for part-time employment, temporary or seasonal employment, self-employment, military service or unemployment.

[Dates] From_____to_____Employer: _____
Employer's address: _____
Telephone #: _____ Job Title:_____
Salary: _____Duties/responsibilities: _____
_____
_____
Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

[Dates] From _____to_____ Employer: _____
Employer's address: _____
Telephone #: _____ Job Title:_____
Salary: _____Duties/responsibilities: _____
_____
_____
Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

[Dates] From_____to_____ Employer: _____
Employer's address: _____
Telephone #: _____ Job Title:_____
Salary: _____Duties/responsibilities: _____
_____
_____
Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

[Dates] From_____to_____ Employer: _____
Employer's address: _____
Telephone #: _____ Job Title:_____
Salary: _____Duties/responsibilities: _____
_____
_____
Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

COUNTY OF HIDALGO

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Please print in black ink or type response

1. Position you are applying for: Unpaid Internship ____ Department: Hidalgo County Courthouse ____ Location: 100 N. Closner ____

   Lowest acceptable salary: N/A per N/A

2. Name: Hernandez-Flores (Last) Marcela (First) ____ (Middle)

3. Address: 4404 North Nowell Dr. (Number) (Street or P.O. Box) Edinburg (City) 78542 (Zip)

4. Home Telephone: 956-789-9013 Cell /Other No: 956-534-0447

5. Social Security No: [redacted]

6. When will you be available to start work? Any day

7. Are you 18 years of age or older? (If you are hired, you may be required to submit proof of age). Yes

8. Are you able to provide required proof of your eligibility to work in the U. S.? Yes

9. Check all types of work you would accept:

   ☐ Full-Time ☐ Day Work ☐ Shift

   ☐ Temporary: ☒ Part-Time ☐ Night Work ☐ Weekend-Shift

10. **EDUCATION:** Are you a High School graduate? Yes ☐ No ☒
Do you have a G.E.D. certificate? Yes ☐ No ☒

Name of high school: South Texas Independent School District Business Education Technology Academy
Location: 510 South Sugar Rd.

School(s) attended other than high school	Location	Courses Major/Study	Credits Completed	Degree or Certificate Received
South Texas College	3201 W. Pecan	Criminal Justice	12	N/A

11. Other training you received (for example: special courses, work-training programs, armed forces training). Please estimate the number of training hours.

12. May inquires be made of your present/past employer(s) regarding your character, qualifications, and record of employment? ☒ Yes or ☐ No

13. Special qualifications/skills: List qualifications/skills you possess which are required for the job you are applying for, such as driver's license (give type and number), typing and/or shorthand proficiency (give speeds), ability to operate specialized machinery or equipment, or job related training.
Know both Spanish and English fluently (write, speak, read), familiar with Sign Language and French.
Certified in CPR and First Aid. Also familiar with Microsoft Office Word, Publisher, Excel, and PowerPoint.

DRIVING JOBS ONLY: Do you have a valid driver's license? ☐ Yes ☐ No
Driver's license #: _____ Class of license: _____
Has it been suspended or revoked in the last five (5) years? ☐ Yes ☐ No
If yes, give details. _____

List professional, trade, business or civic activities and offices held. You may exclude membership, which would reveal gender, race, religion, national origin, age, ancestry, disability or other protected status:

Circle Yes or No for questions 15-19.

*****If you answer any of the following items "Yes", explain on No. #20 below. *****

15. Have you been fired or asked to resign from a job within the last five (5) years?

☐ YES ☒ NO

16. Have you ever been convicted of or pleaded guilty/no contest to a crime in civilian or military court within the last ten (10) years? (You may exclude minor traffic violations). A criminal record will not necessarily disqualify you from employment. Your case will be considered in relationship to the requirements to the particular job.

☐ YES ☒ NO

17. Have you ever been discharged from the Armed Forces under other than honorable conditions?

☐ YES ☒ NO

18. Are you working or have you ever worked for Hidalgo County?

☐ YES ☒ NO

19. Do you or does your spouse have any relatives working for or holding office in the county government? County policy prohibits or limits hiring of relatives of county employees in certain circumstances.

☐ YES ☒ NO

20. Remarks or additional information. Please explain any "Yes" responses.

Certification: I certify that all the statements made in this application form are true, complete, and correct, to the best of my knowledge. I understand false information may disqualify me from further consideration for employment.

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I give my permission to the County to contact any of my former employers or references shown above to verify the information I have given. I authorize previous employers to release all records of my employment, including assessments of my job performance, ability and fitness. I release such persons and entities from legal liability.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

I understand that I may be required to successfully pass a drug screening exam. I consent to a pre and/or post employment drug screen as a condition of employment.

I certify that I do not have any detectable amounts of prohibited substances in my system. I understand that if my drug and alcohol screen turns out positive for a prohibited substance, I will not be eligible for hire, or if I am hired pending the outcome of such a test, I will be subject to immediate termination.

Marcela Hernandez Flores — Dec 15, 2012

SIGNATURE OF APPLICANT **DATE**

14. **WORK HISTORY**: BEGIN WITH YOUR MOST PRESENT AND RECENT JOB and list every employment. Attach extra pages if needed. Account for part-time employment, temporary or seasonal employment, self-employment, military service or unemployment.

[Dates] From Sep. 27, 2011 to Current Employer: Boys and Girls Club
Employer's address: 702 Cullen St. Edinburg TX 78541
Telephone #: (956)383-2582 Job Title: TaeKwonDo Instructor
Salary: N/A Duties/responsibilities: Help students defend themselves,as well as build their confidence, self esteem, and courage and also their responsibilities
Reprimands, suspensions: N/A
Supervisor: Sabrina Walker Hernandez Co-worker:
Reason for leaving:

[Dates] From Jan 2009 to Current Employer: America's Best TKD and MMA
Employer's address: 1009 East Business 83, Pharr TX
Telephone #: 956-534-0447 Job Title: TaeKwonDo and Mixed Martial Arts Instructor
Salary: N/A Duties/responsibilities: Help students defend themselves,as well as build their confidence, self esteem, and courage and also their responsibilities
Reprimands, suspensions: N/A
Supervisor: Glen Morgan Co-worker: Rosa Morgan
Reason for leaving:

[Dates] From to Employer:
Employer's address:
Telephone #: Job Title:
Salary: Duties/responsibilities:
Reprimands, suspensions:
Supervisor: Co-worker:
Reason for leaving:

[Dates] From to Employer:
Employer's address:
Telephone #: Job Title:
Salary: Duties/responsibilities:
Reprimands, suspensions:
Supervisor: Co-worker:
Reason for leaving:

COUNTY OF HIDALGO

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Please print in black ink or type response

1. Position you are applying for: Unpaid Internship | Department: Human Resources | Location: Hidalgo County Court Hou

   Lowest acceptable salary: Unpaid per _____

2. Name: Garza (Last) Cecilia (First) (Middle)

3. Address: 1213 (Number) Ima Street (Street or P.O. Box) Edinburg (City) 78539 (Zip)

4. Home Telephone: (956) 287-1997 Cell /Other No: (956) 605-0571

5. Social Security No: [redacted]

6. When will you be available to start work? January

7. Are you 18 years of age or older? (If you are hired, you may be required to submit proof of age). Yes

8. Are you able to provide required proof of your eligibility to work in the U. S.? Yes

9. Check all types of work you would accept:

   ☐ Full-Time ☐ Day Work ☐ Shift

   ☐ Temporary: ☒ Part-Time ☐ Night Work ☐ Weekend-Shift

10. **EDUCATION:** Are you a High School graduate? Yes ☐ No ☒
Do you have a G.E.D. certificate? Yes ☐ No ☒

Name of high school: Business Education Technology Academy

Location: 510 S. Sugar Rd. Edinburg, TX 78539

School(s) attended other than high school	Location	Courses Major/Study	Credits Completed	Degree or Certificate Received

11. Other training you received (for example: special courses, work-training programs, armed forces training). Please estimate the number of training hours.

12. May inquires be made of your present/past employer(s) regarding your character, qualifications, and record of employment? ☒ Yes or ☐ No

13. Special qualifications/skills: List qualifications/skills you possess which are required for the job you are applying for, such as driver's license (give type and number), typing and/or shorthand proficiency (give speeds), ability to operate specialized machinery or equipment, or job related training.
Communication skills, Microsoft Office Suite skills in Excel, Word, Publisher and PowerPoint, Bilingual fluent in both English and Spanish

DRIVING JOBS ONLY: Do you have a valid driver's license? ☐ Yes ☐ No
Driver's license #: _____ Class of license: _____
Has it been suspended or revoked in the last five (5) years? ☐ Yes ☐ No
If yes, give details. _____

List professional, trade, business or civic activities and offices held. You may exclude membership, which would reveal gender, race, religion, national origin, age, ancestry, disability or other protected status:

14. **WORK HISTORY**: BEGIN WITH YOUR MOST PRESENT AND RECENT JOB and list every employment. Attach extra pages if needed. Account for part-time employment, temporary or seasonal employment, self-employment, military service or unemployment.

[Dates] From June 2012 to August 2012 Employer: Business Education/Tech Academy New Scholar
Employer's address: 510 S. Sugar Road Edinburg, TX 78539
Telephone #: (956) 383-1684 Job Title: Student Leader
Salary: $300 per week Duties/responsibilities: Organizing mentoring activities for incoming students

Reprimands, suspensions: none
Supervisor: Mr. Mario Garcia Co-worker: Brian Alvarado
Reason for leaving: The job is seasonal.

[Dates] From June 2011 to August 2011 Employer: Business Education/Tech Academy New Scholar
Employer's address: 510 S. Sugar Road Edinburg, TX 78539
Telephone #: 956) 383-1684 Job Title: Student Mentor
Salary: $300 per week Duties/responsibilities: Mentoring incoming BETA students

Reprimands, suspensions: none
Supervisor: Mr. Mario Garcia Co-worker: Brian Alvarado
Reason for leaving: The job is seasonal.

[Dates] From_____ to_____ Employer: _____
Employer's address: _____
Telephone #: _____ Job Title: _____
Salary: _____ Duties/responsibilities: _____

Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

[Dates] From_____ to_____ Employer: _____
Employer's address: _____
Telephone #: _____ Job Title: _____
Salary: _____ Duties/responsibilities: _____

Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

Circle Yes or No for questions 15-19.

*****If you answer any of the following items "Yes", explain on No. #20 below. ******

15. Have you been fired or asked to resign from a job within the last five (5) years?

☐ **YES** ☒ **NO**

16. Have you ever been convicted of or pleaded guilty/no contest to a crime in civilian or military court within the last ten (10) years? (You may exclude minor traffic violations). A criminal record will not necessarily disqualify you from employment. Your case will be considered in relationship to the requirements to the particular job.

☐ **YES** ☒ **NO**

17. Have you ever been discharged from the Armed Forces under other than honorable conditions?

☐ **YES** ☒ **NO**

18. Are you working or have you ever worked for Hidalgo County?

☐ **YES** ☒ **NO**

19. Do you or does your spouse have any relatives working for or holding office in the county government? County policy prohibits or limits hiring of relatives of county employees in certain circumstances.

☐ **YES** ☒ **NO**

20. Remarks or additional information. Please explain any "Yes" responses.

Certification: I certify that all the statements made in this application form are true, complete, and correct, to the best of my knowledge. I understand false information may disqualify me from further consideration for employment.

No questions on this application are intended to secure information to be used for discriminatory purpose, as the County is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, citizenship, national origin, age, veteran or marital status, disability, or any other legally protected status.

I give my permission to the County to contact any of my former employers or references shown above to verify the information I have given. I authorize previous employers to release all records of my employment, including assessments of my job performance, ability and fitness. I release such persons and entities from legal liability.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

I understand that I may be required to successfully pass a drug screening exam. I consent to a pre and/or post employment drug screen as a condition of employment.

I certify that I do not have any detectable amounts of prohibited substances in my system. I understand that if my drug and alcohol screen turns out positive for a prohibited substance, I will not be eligible for hire, or if I am hired pending the outcome of such a test, I will be subject to immediate termination.

1/10/13

SIGNATURE OF APPLICANT **DATE**

AI-36530 **Comm. Court Executive Office 8. C.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting authority for Executive Officer to process all outstanding invoices related to the Office of Constable Pct. #5 for the year ending December 31, 2012, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-295-001-0-XXX

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

BUDGETARY IMPACT:

There are currently various o/s PO's for the year 2012. Invoices will be reviewed by Executive Office & submitted to Auditor's office for payment. Please refer to attached 2012 expense report as of 1-18-13 for Constable Pct. 5 for funding availability and o/s POs.

Attachments

2012 Constable Pct. 5 Exp. Report as of 1-18-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/18/2013 11:36 AM
Ivan Cantu	Ivan Cantu	01/18/2013 02:49 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/18/2013 10:46 AM

Final Approval Date: 01/18/2013

AI-36477 **Comm. Court Executive Office 8. D.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

County Commissioners:
Approval to process payment of invoice/claim from RGV Educational Broadcasting, Inc. for broadcasting of court meetings (due to PO #682588 being liquidated); with authority for County Treasurer to issue payment after review and auditing procedures are completed by the County Auditor as follows:

Invoice # and Date	Amount	Month of:
8130 dated 12/31/12	9,500.00	December 2012
*invoice received on 1/15/13		

BACKGROUND

PO was liquidated due to lack of funding in account. PO for 2012 can no longer be issued.
2-1100-413-30-125-004-0-320
Refer to AI 36400 - funding on consent agenda 1/22/13

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-413-30-125-004-0-320

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

BUDGETARY IMPACT:

Available balance as of 1-17-13 $2,000.00; additional funding pending approval of AI #36400, CC 1-22-13 to cover Dec. 2012 invoice.

Attachments

inv

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 11:07 AM
Ivan Cantu	Ivan Cantu	01/17/2013 04:49 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/16/2013

Final Approval Date: 01/18/2013

Invoice

RGV Educational Broadcasting, Inc.
PO Box 2147
Harlingen, TX 78551-2147

Page: 1

Number: 0000008130
Date: 12/31/2012
Salesperson:
Customer: HIDCOU
Federal Tax ID: 74-2324498

Sold To	Ship To
GARY RODRIGUEZ HIDALGO COUNTY MONICA BADILLO / BUDGET OFFICE P.O. BOX 1356 Edinburg, TX 78540 USA	GARY RODRIGUEZ HIDALGO COUNTY MONICA BADILLO / BUDGET OFFICE P.O. BOX 1356 Edinburg, TX 78540 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Due on Receipt

Item	Description	Qty Shipped	Price	Amount
	Commissioner Court Underwriting meetings at new contract rate 12/04/2012 2:37:38 12/11/2012 1:24:14 12/18/2012 2:30:00 12/28/2012 2:04:00 December Billing	1.00	9,500.00	9,500.00

INVOICE RECEIVED BY:
Laura T. ON 1/15/13
GOODS/SERVICES RECEIVED BY:
Monica ON 1/15/13
2-1100-413-30-125-004-0-320

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 1/15/13 BY: Laura T.

Subtotal	9,500.00
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Balance	9,500.00

AI-36502 **Comm. Court Executive Office 8. E.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and approval of an Order Regulating Parking in the Parking Lot of the Old Administration Building and Providing for Towing and Storage of Unauthorized Parked Vehicles

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

legal approval-email

parking lot

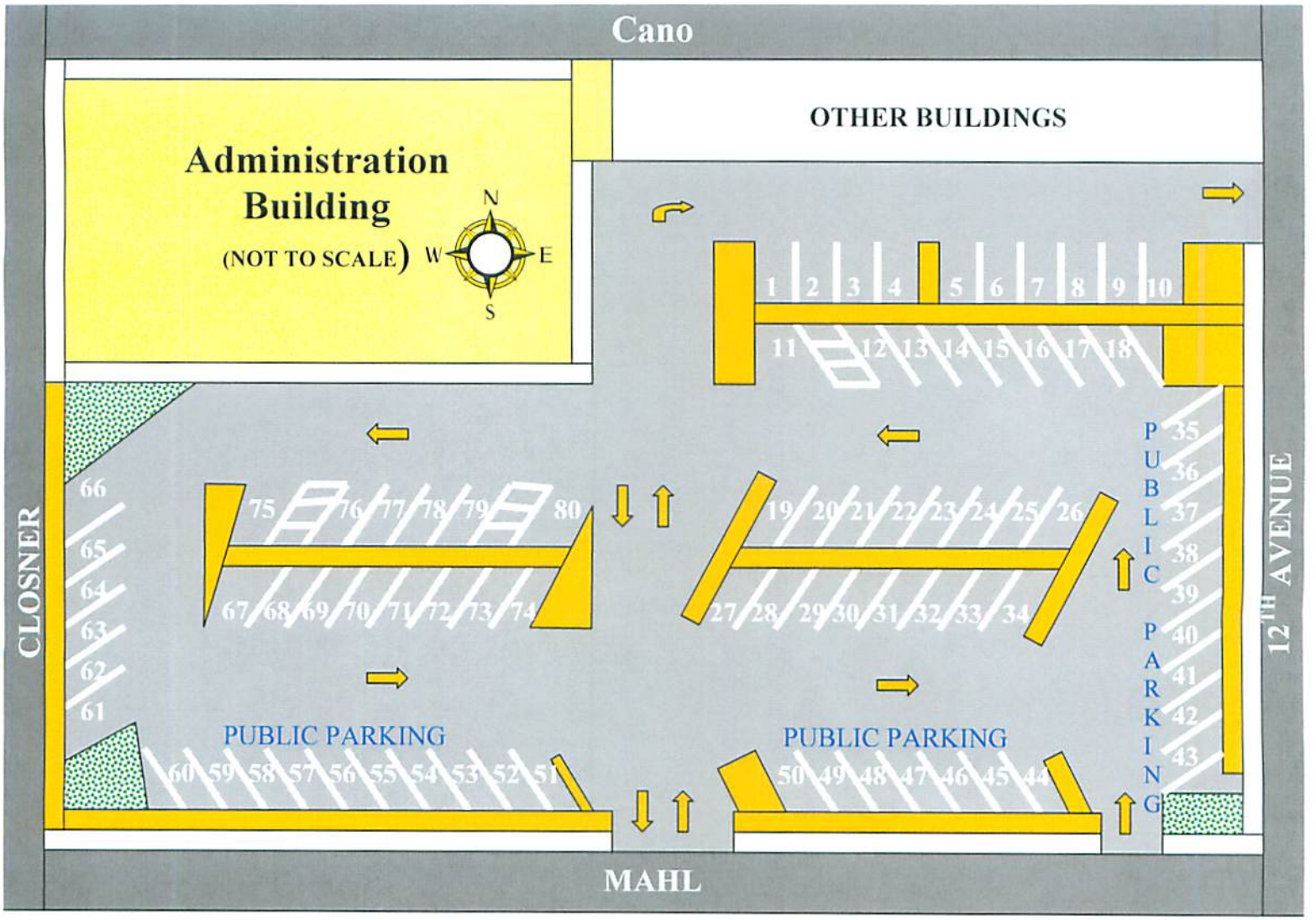
Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 11:28 AM
Ivan Cantu	Ivan Cantu	01/17/2013 02:52 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/17/2013 09:39 AM

Final Approval Date: 01/18/2013



1. SPOT 1- CSCO (1)
2. SPOTS 2- THRU 4- IT (3)
3. SPOTS 5- THRU 6- COUNTY PARKING (3)
4. SPOTS 7- THRU 10- FACILITIES MANAGEMENT (4)
5. SPOTS 11 THRU 12- ADA (2)
6. SPOTS 13- OPEN (1)
7. SPOT 14- SHERIFF (1)
8. SPOTS 15 THRU 18-COMMISSIONERS (4)
9. SPOTS 19 THRU 20-MASTER COURT 1 (2)
10. SPOTS 21 THRU 22- DISTRICT CLERK (2)
11. SPOTS 23 THRU 26- OPEN (4)
12. SPOT 27- 13TH COURT OF APPEALS
13. SPOT 28- CHILD PROTECTIVE SERVICES
14. SPOTS 29 THRU30-CC# 7 (2)
15. SPOTS 31 THRU 60- OPEN (30)
16. SPOT 61- ADA (1)
17. SPOT 62- OPEN (1)
18. SPOT 63- CC#7 (1)
19. SPOTS 64 THRU 66- CC#8 (2)
20. SPOTS 67 THRU 72- 13TH COURT OF APPEALS (6)
21. SPOTS 73 THRU 74- OPEN (2)
22. SPOTS 75 THRU 76- ADA (2)
23. SPOTS 77 THRU 78- OPEN (2)
24. SPOTS 79-THRU 80- ADA (2)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ORDER REGULATING PARKING IN THE PARKING LOT OF THE OLD ADMINISTRATION BUILDING AND PROVIDING FOR TOWING AND STORAGE OF UNAUTHORIZED PARKED VEHICLES

WHEREAS, the Commissioners Court of Hidalgo County, at a duly called and noticed meeting on January 22, 2013, and pursuant to Texas Local Government Code Section 615.001, voted to regulate vehicle parking in the parking lot of the Old Administration Building located at the intersection of Closner and E. Mahl streets, Edinburg, Texas (the "Parking Lot");

WHEREAS, Hidalgo County is experiencing unauthorized vehicles parked in reserved spaces at the Parking Lot; and

WHEREAS, Section 615.001 of the Texas Local Government Code provides the commissioners court may regulate the parking of vehicles on property owned or leased by the county including the towing and storage of a vehicle at the vehicle owner's expense if the vehicle is parked in violation of rules adopted under section 615.001 of the Texas Local Government Code;

THEREFORE, BE IT NOW ORDERED BY THE HIDALGO COUNTY COMMISSIONERS COURT that parking in the Parking Lot of the Old Administration Building is regulated as follows:

1. Parking Spaces in the Parking Lot marked reserved are limited to vehicles of the office or person(s) to whom the reserved parking space is assigned.
2. Unauthorized vehicles parked in a reserved parking space in the Parking Lot between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday other than a County of Hidalgo holiday shall be towed and stored from the Parking Lot at the vehicle owner's expense.
3. Appropriately worded sign(s) shall be placed at the south entrances to the Parking Lot to inform drivers of vehicles of the prohibition of parking vehicles in reserved spaces and that vehicles parked in reserved spaces will be towed and stored at the vehicles owner's expense.

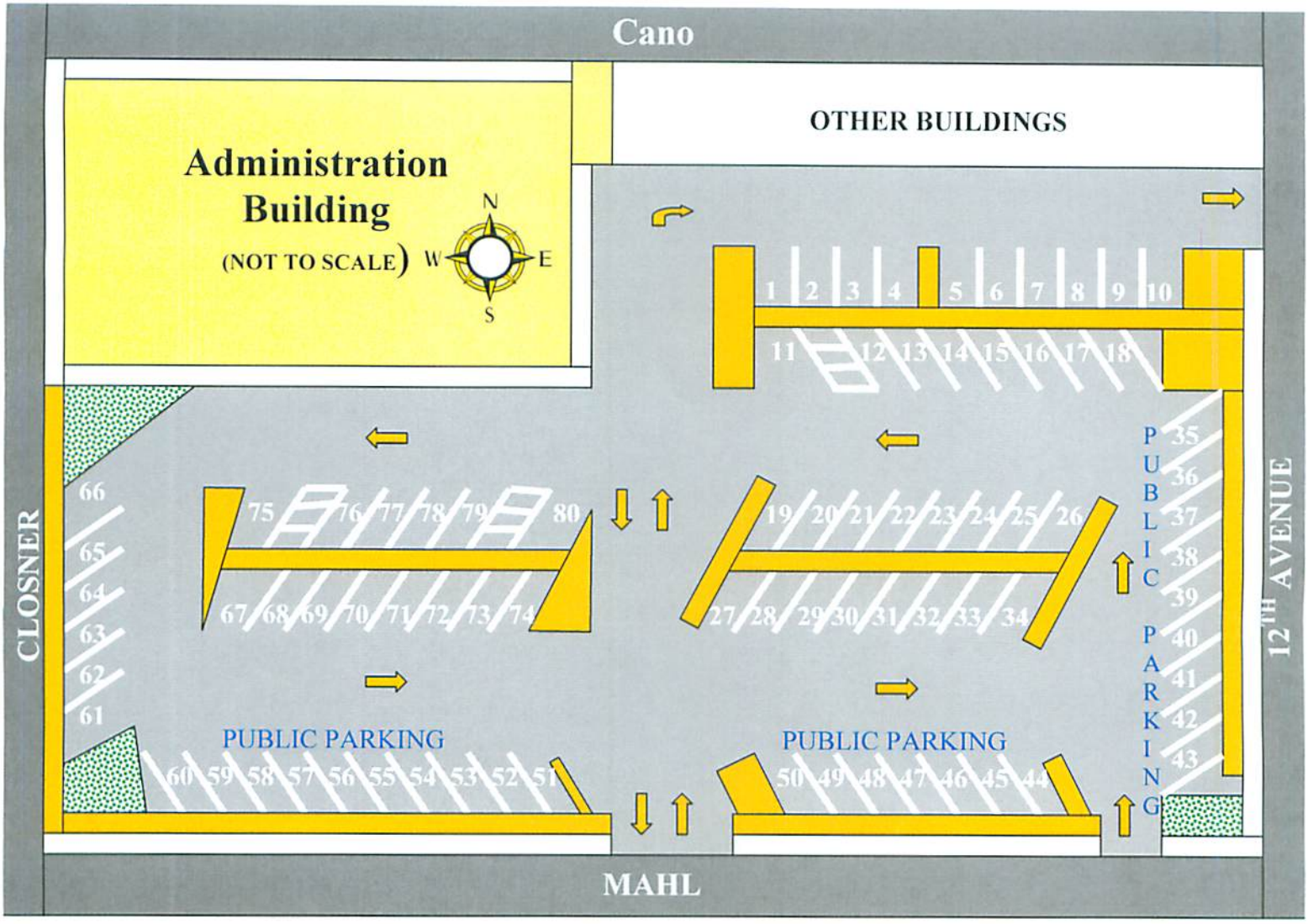
This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER in the official minutes of the Commissioners Court.

ADOPTED, PASSED AND ORDERED this 22nd **day of January, 2013**

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk



1. SPOT 1- CSCO (1)
2. SPOTS 2- THRU 4- IT (3)
3. SPOTS 5- THRU 6- COUNTY PARKING (3)
4. SPOTS 7- THRU 10- FACILITIES MANAGEMENT (4)
5. SPOTS 11 THRU 12- ADA (2)
6. SPOTS 13- OPEN (1)
7. SPOT 14- SHERIFF (1)
8. SPOTS 15 THRU 18-COMMISSIONERS (4)
9. SPOTS 19 THRU 20-MASTER COURT 1 (2)
10. SPOTS 21 THRU 22- DISTRICT CLERK (2)
11. SPOTS 23 THRU 26- OPEN (4)
12. SPOT 27- 13TH COURT OF APPEALS
13. SPOT 28- CHILD PROTECTIVE SERVICES
14. SPOTS 29 THRU30-CC# 7 (2)
15. SPOTS 31 THRU 60- OPEN (30)
16. SPOT 61- ADA (1)
17. SPOT 62- OPEN (1)
18. SPOT 63- CC#7 (1)
19. SPOTS 64 THRU 66- CC#8 (2)
20. SPOTS 67 THRU 72- 13TH COURT OF APPEALS (6)
21. SPOTS 73 THRU 74- OPEN (2)
22. SPOTS 75 THRU 76- ADA (2)
23. SPOTS 77 THRU 78- OPEN (2)
24. SPOTS 79-THRU 80- ADA (2)

AI-36459 **Comm. Court Executive Office 8. F.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Requesting permission to advertise/hire for the following position:

Position Title	Slot #	Budgeted Salary
Welder I	0097	$ 24,087.00

BACKGROUND

Slot #97, Welder I has been vacant since approx. Sept. 2012.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3- 1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Funds available within slot/ position #0097.

Attachments

job desc

req

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 03:13 PM
Human Resources	Obdett Calzada	01/16/2013 03:31 PM
Rosalinda Cantu	Rosie Cantu	01/18/2013 08:41 AM
Budget & Management	Obdett Calzada	01/18/2013 09:17 AM
Rosalinda Cantu	Rosie Cantu	01/18/2013 09:40 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/16/2013 02:42 PM

Final Approval Date: 01/18/2013

WELDER I

GRADE: 04

GENERAL DESCRIPTION

Under the direct supervision of the General Foreman and Assistant Projects Manager, individual will perform a majority of the welding and fabrication tasks.

EXAMPLES OF WORK PERFORMED

Weld fabricates and assembles parts and equipment for hidalgo county automotive, heavy equipment and minor structures.

Modify and repair body and parts.

Weld, braise, solder and cut steel, stainless and aluminum metal by torch and large portable welder.

Maintain and repair shop equipment.

May be required to work at different job sites through out the hidalgo county jurisdiction

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High school diploma or general education degree (GED)

Must be able to read and write in English

Knowledge, Skills, and Abilities

Individuals must posses knowledge of methods, materials, equipment and tools used in all types welding.

Operate internal combustion engine and hydraulic equipment

Work independently in the absence of a supervisor

Understand and follow oral or written directions.

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 high.

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

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Facilities Management

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Welder I

☐ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO _____

DEPT NO 220 POSITION/SLOT NO 001-097

ADVERTISED SALARY: _____ OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attach

WORK LOCATION / HOURS: Facilities Mntc. Shop 3100 S. Bus. 281 Edg.
Mon-Fri 8:00 AM - 5:00 P.M.

CONTACT PERSON: Rick Sundag EXTENSION / PHONE NO: (956) 289-7852

Department Head or Elected Official _____ Date

FUNDS AVAILABLE: YES ✓ NO ____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: 24,087.00

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

AI-36420 **Comm. Court Executive Office 8. G.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Safety Division:
Approval to accept settlement check from Farmers Insurance Company in the amount of $2,510.58 to settle auto accident with County vehicle. (Constable P3)

BACKGROUND

DOL: 02/24/12

Acct #: 3-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

Attachments

Farmers Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 01:39 PM
Ivan Cantu	Ivan Cantu	01/17/2013 01:40 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Aida Alvarez Started On: 01/16/2013 08:36 AM

Final Approval Date: 01/18/2013

Check Number: 5429021067

Date: 01/09/2013

PAY NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE $2,510.58****

To the order of .
Hidalgo County
PO Box 1356
Edinburg, Tx, 78540-1356

Claimant/Patient:	- Hildago County
Insured:	Robert Armenda
Date of Loss:	02/24/2012
Claim Number:	1020930530-1
Check Number:	5429021067
Payment Under Insured's:	Property Damage
Correspondence Reference:	4D9R8PB801
Reference Number:	.

attn: Safety Division/2008 Ford F150

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT.

FARMERS

02-20/311

Farmers Texas County Mutual Insurance Company
2500 South Fifth Avenue
Pocatello, ID 83204

Claim #: 1020930530-1
SAEN: 89361864

Check No. 5429021067

Date: 01/09/2013

PAY Two Thousand Five Hundred Ten Dollars And Fifty Eight Cents $2,510.58****

NOT GOOD AFTER SIX MONTHS

To the order of .
Hidalgo County
PO Box 1356
Edinburg, Tx, 78540-1356

Citibank Delaware, A Subsidiary of Citicorp One Penn's Way, New Castle, DE 19720

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

⑈5429021067⑈ ⑆031100209⑆ 3872449 3⑈

#1020930530

Purchase Order

COUNTY OF HIDALGO

PO#: 671844

DATE: 03/01/12

VENDOR: 213861 REQ:00212136

Email:

Phone:(956)519-8414

COLLISION MASTERS AUTO BODY SHOP
DBA TOW MASTERS WRECKER SERVICE
2510 W. EXPRESSWAY
MISSION TX 78572

Vendor Acct:

Special Instructions:

BUYER: RCAVAZOS

SHIP TO: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

CONTACT:

SITE: CONSTABLE, PRECINCT 3

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		
		REQUESTING A PO FOR VEHICLE R&M SERVICES FOR UNIT 309 2008 FORD F150 PICKUP VIN# 1FTPX14V08FB16667 LPS 103 8707.		
1		1 I 121 BUMPER, FRONT REPAIR 2.5HRS SM	.00	.00
1		2 L 121 BUMPER, FRONT REFINISH 1.7HRS RF	.00	.00
		1.4 SURFACE		
		0.3 TWO-STAGE		
1		3 EP 4 CVR, FRONT BUMPER UPR REPLACE PCV 1.4HRS SM	.00	.00
1		4 L 4 CVR, FRONT BUMPER UPR REFINISH 1.8HRS RF	.00	.00
		1.8 SURFACE		
1		5 RI 39 SPOILER, LOWER FRONT R&I ASSEMBLY 0.5HRS. SM	.00	.00
1		6 EP 6 BRKT, FRONT BUMPER MTG LT REPLACE PXN 0.1HRS. SM	.00	.00
1		7 RI 59 GRILLE ASSEMBLY R&I 0.3HRS SM	.00	.00
1		8 EP 41 HEADLAMP ASSY, HALOGEN LT REPLACE PXN SM	.00	.00
1		9 I 83 PANEL, HOOD REPAIR 4.2HRS RF	.00	.00
1		10 L 83 13 PANEL, HOOD REFINISH 3.1HRS RF	.00	.00
		3.0 SURFACE		
		0.6 TWO-STAGE SETUP		
		0.6 TWO-STAGE		
1		11 EP 103 FENDER, FRONT LT REPLACE PXN 1.3HRS SM	.00	.00
1		12 L 103 FENDER, FRONT LT REFINISH 3.1HRS RF	.00	.00
		2.1 SURFACE		
		0.5 EDGE		
		0.5 TWO-STAGE		
1		13 RI PUSH BAR R&I ASSEMBLY 1.0HRS SM	.00	.00
1	EACH	EX OTHER PARTS	651.67	651.67
1	EACH	EX PAINT MATERIALS	302.40	302.40
9.1	HRS	EX SHEET METAL (SM)	40.00	364.00

Authorized by: Marcus L. Salazar

1020930530

Purchase Order

COUNTY OF HIDALGO

PO#: 671844

DATE: 03/01/12

VENDOR: 213861 REQ:00212136
Email:
Phone: (956)519-8414
COLLISION MASTERS AUTO BODY SHOP
DBA TOW MASTERS WRECKER SERVICE
2510 W. EXPRESSWAY
MISSION TX 78572
Vendor Acct:

Special Instructions:

BUYER: RCAVAZOS
SHIP TO: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572
CONTACT:
SITE: CONSTABLE, PRECINCT 3
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
10.8	HRS	EX REFINISH (RF)	40.00	432.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,750.00
		********** For Hidalgo County use only **********		
		2-1100-421-00-293-001-0-432 1,750.07		
		Approved		

Authorized by: Maria L. Salazar

Requisition

#10209305 30

Req # 00213786
PO # 473114
Date: 03/29/12

Bill To: x
x

Vendor : 35173
SPIKES MOTOR COMPANY
P. O. DRAWER 393
MISSION TX 78572
FAX (956)519-8716

Ship To: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: R. RAMOS
956-205-7031

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO FOR VEHICLE R&M SERVICES FOR UNIT 309 2008 FORD F150 PICKUP VIN# 1FTPX14V08FB16667 LPS 1D3 8707. DO NOT DUPLICATE ORDER		
1.00	EACH	FUEL SENDING UNIT	107.84	107.84
1.00	EACH	REMOVE AND REPLACE FUEL SENDING UNIT	366.38	366.38
1.00	EACH	JEWL MODULE	24.66	24.66
1.00	EACH	REMOVE AND REPLACE JEWL MODULE	261.70	261.70
		Account No	Encumbrance	
		2-1100-421-00-293-001-0-432	760.58	
			Freight	.00
			Total	760.58
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-36247 **Comm. Court Executive Office 8. H.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas A&M AgriLife Extension Service:
Requesting permission to allow Christina L. Perez to travel to Alice, Texas to attend the 2013 District 12 4-H Consumer Decision Making Contest on January 27, 2013

BACKGROUND

3-1100-

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-461-00-380-001-0-626

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

BUDGETARY IMPACT:

Funds available for fuel only employee will be using county vehicle.

Attachments

Travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/09/2013 04:06 PM
Veronica Ortiz	Veronica Ortiz	01/18/2013 11:12 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Nora Linda Cruz Started On: 01/09/2013 03:34 PM

Final Approval Date: 01/18/2013

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 01/08/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Christina L. Perez, CEA-4-H & Youth Development

EVENT INFORMATION

TITLE OF EVENT: 2013 District 12 4-H Consumer Decision Making Contest

EVENT DATE(S) FROM: 01/27/13 TO: 01/27/13

DEPARTURE DATE: 01/27/13 RETURN DATE: 01/27/13

LOCATION OF EVENT: CITY: Alice STATE: Texas

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$0.00	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$0.00	
11. MEALS	$0.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ -	$

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

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

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

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

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

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

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara Dietz	1/11/13	Noralinda Cruz	383-1036

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Janie Alejos	1-15-13	Janie Alejos	292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	

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

3-1100-461-00-380-001-0-626 (fuel)

HIDALGO COUNTY BUDGET OFFICE JAN 14 PM 4 50

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 01/08/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Christina L. Perez, CEA-4-H & Youth Development

EVENT INFORMATION

TITLE OF EVENT: 2013 District 12 4-H Consumer Decision Making Contest

EVENT DATE(S) FROM: 01/27/13 TO: 01/27/13

DEPARTURE DATE: 01/27/13 RETURN DATE: 01/27/13

LOCATION OF EVENT: CITY: Alice STATE: Texas

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$0.00	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$0.00	
11. MEALS	$0.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ -	$

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

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

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

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

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

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

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara C. Stacy	1/09/2013	NoraLinda Cruz	383-1026

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

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

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

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

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

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

HIDALGO COUNTY BUDGET OFFICE
13 JAN 14 PM 4:50

4-H and YOUTH DEVELOPMENT

TEXAS A&M AGRILIFE EXTENSION

December 17, 2012

MEMORANDUM

TO: District 12 County Extension Agents

FROM: North Cluster
Jaime Lopez, Chair

SUBJECT: **2013 District 12 4-H Consumer Decision Making Contest**

The 2013 District 12 4-H Consumer Decision Making Contest will be held on Sunday, January 27, 2013, at 1:30 p.m. in the Home Economics Building on the Jim Wells County Fairgrounds located in Alice. Contestants and teams will check-in between 1:30-2:00 p.m. with judging starting promptly at 2:00 p.m.. Registration information and details about the contest are provided below.

Contest and Registration Information

A County Extension Agent or approved adult volunteer will need to register their team(s) or individuals online through 4-H CONNECT. All registrations will require certification at the county and district level. County entries must be certified by Friday, January 11th. Online registration will be open from December 19 through the deadline of January 8, 2013. The registration fee will be $12.00 per contestant. Team designations will be made on-site by coaches/volunteers the day of the event. An awards program will be held immediately following the event. The contest will consist of no less than 6 placing classes according to the 2012-2013 Consumer Decision Making Study Guide (which is the current study guide for 2013) plus one set of oral reasons for Intermediates and 2 sets of oral reasons for Seniors.

All counties with participating teams must submit the names of 3 volunteers who can assist with the contest as group leaders, graders, tabulators or oral reasons judges. Volunteer names and addresses must be submitted on the District 12 4-H website (http://d124-h.tamu.edu/events/roundup) by Friday, January 11th, when entries are certified.

Age Eligibility

Age divisions will follow the Texas 4-H age categories based on their age as of August 31, 2012 as follows:

- Seniors (14 years of age and older)
- Intermediates (11-13 years of age)
- Juniors (8-10 years of age)

Juniors and Intermediates may be on the same team but must register and participate in the Intermediate Division. Senior contestants/teams must be exclusively Senior-age members. All Senior teams must compete at the district level to be eligible for a state qualifying spot.

HIDALGO COUNTY
BUDGET OFFICE
13 JAN 14 PM 4:50

District 12
Texas A&M AgriLife Extension Service
2401 E Highway 83 | Weslaco, Texas 78596
Tel. 956.968.5581 | Fax.956.969.5639 | l-saldana@tamu.edu

Educational programs of the Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin.
The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Rules and Guidelines

The District 12 4-H Roundup - Consumer Decision Making Contest will be held in accordance with the state guidelines as outlined in the 2013 Texas 4-H Roundup Guide located on the Texas 4-H Website at http://texas4-h.tamu.edu/youth/roundup. In addition, the Texas 4-H Consumer Decision Making Guide will serve as the contest rules, except as noted in this letter.

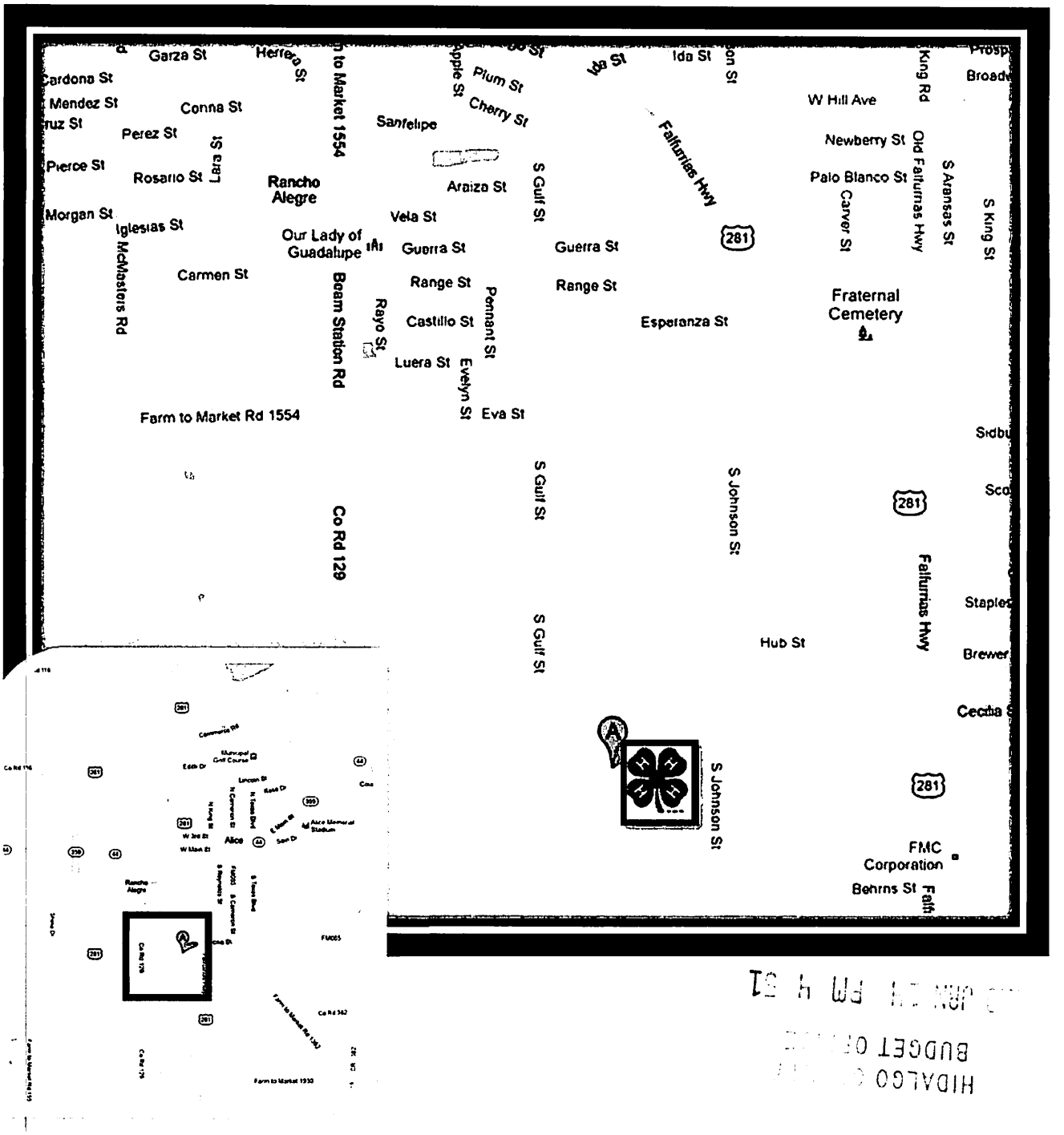
Please keep in mind that the 2013 Texas 4-H Roundup Consumer Decision Making Contest will take place on Wednesday, June 12, 2013 in College Station. Senior 4-H'ers participating in Consumer Decision Making will be allowed to participate in other Texas 4-H Roundup contest as allowed in state rules and as afforded by the District Contest schedules for the various events.

County Extension Agents with participating teams are asked to be in attendance to assist with conducting the event. If you have any questions or need any assistance or guidance, please contact the District Office.

HIDALGO COUNTY
BUDGET OFFICE
13 JAN 14 PM 4:50

2013 South District 12 4-H
Consumer Decision Making Contest

Directions: The main entrance to the Jim Wells County Fair Grounds is located just west of Business 281 in Alice. The address is 3001 S. Johnson Street (it may not be exact on GPS devices) which is between Hub Street and Buhrns Street. The Home Economics Building is one of several buildings/structures on the grounds. Look for the 4-H signs.



AI-36260 **Comm. Court Executive Office 8. I.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas A&M AgriLife Extension Service:
Requesting permission to allow Christina L. Perez to San Antonio, Texas on February 10, 2013 to February 15, 2013 to attend the 2013 San Antonio Stock Show & Rodeo.

BACKGROUND

3-1100-

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

Funds available through req # 228723 & 229320 for loading and meals

Attachments

travel forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/10/2013 09:17 AM
Veronica Ortiz	Veronica Ortiz	01/18/2013 11:04 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Nora Linda Cruz Started On: 01/09/2013 05:04 PM

Final Approval Date: 01/18/2013

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 12/21/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Christina L. Perez, CEA-4-H & Youth Development

EVENT INFORMATION

TITLE OF EVENT:	2013 San Antonio Stock Show & Rodeo		
EVENT DATE(S) FROM:	02/06/13	TO:	02/16/13
DEPARTURE DATE:	02/10/13	RETURN DATE:	02/15/13
LOCATION OF EVENT: CITY:	San Antonio	STATE:	Texas

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$0.00	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$470.65 ~~$618.80~~	
11. MEALS	$162.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 632.65 ~~780.80~~	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 632.65 ~~780.80~~	$

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

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

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

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

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

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

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara Barry	1/9/13	Noralinda Cruz	383-1026

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Janie Alejos	1-15-13	Janie Alejos	292-7025

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

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

1/14/13 - Meals
Req.# 00239723
PO# _____
CC-583
Com Codes
Meals - 96347
Hotel - 97130

Hotel
Req.# 00239320
PO# _____
CC-583

3-1100-461-00-380-001-0-583

HIDALGO COUNTY BUDGET OFFICE
JAN 14 PM 4:51

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

DEPARTMENT: Hidalgo County Extension Service

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

DEPARTURE DATE: 2/10/2013 RETURN DATE: 2/15/2013

TO CITY: San Antonio STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Christina L. Perez

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: One (1)

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To participate in professional organizations related to the employee or official's job assignment.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:

SPONSORED BY:

REGISTRATION CHECK PAYABLE TO:

REGISTRATION ADDRESS:

SEMINAR START DATE:

SEMINAR END DATE:

PURCHSE ORDER NO.

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

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

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

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

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$ -
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$ -
TOTAL 2ND PAGE (B + C + D):	$ 470.64
GRAND TOTAL (A + B + C + D)	$ 470.64

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	Barbara Storz DEPARTMENT'S CONTACT PERSON	(956) 383-1026 PHONE #

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Christina L. Perez	Christina Perez	188760

HIDALGO COUNTY BUDGET OFFICE
JAN 11 PM 4

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

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

DEPARTMENT: Hidalgo County Extension Service

DEPARTURE DATE: 2/10/2013 RETURN DATE: 2/15/2013

TO CITY: San Antonio STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Christina L. Perez

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: One (1)

B. HOTEL RESERVATION(S)

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

NAME OF HOTEL: Best Western Plus Hill Country Suites HOTEL PHONE NO: (210) 490-9191

ADDRESS OF HOTEL: 18555 US Highway 281 North CONFIRMATION N0.(s): 111454792681

San Antonio, TX Itinerary #106279112

ROOM RATE: $84.99 PURCHASE ORDER NO.

NUMBER OF NIGHTS: Five (5) GENERAL LEDGER ACCT NO: 3-1100-461-00-380-001-0-583

ROOM RATE: TOTAL NO. OF ROOMS: One (1)

NUMBER OF NIGHTS:

ROOM RATE: HOTEL TAX RATE: 10.75%

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $470.64

C. CAR RENTAL(S)

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

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

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

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:

Note: Coordination of travel is required for every group of 4 or less

PHONE NUMBER OF CAR RENTAL COMPANY:

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

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:

VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

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

D. AIRFARE(S)

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

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBEI P.O. NO.

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

SUBTOTAL (B+C+D) #VALUE!

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

HIDALGO COUNTY BUDGET OFFICE 2013 JAN 14 PM 4 51

BW PLUS HILL COUNTRY SUITES
18555 U.S. HWY 281 NORTH
SAN ANTONIO, TX 78258
Phone #: 210-490-9191

Deposit Required

Reservation Confirmation
Reservation #: 213559
Guest: PEREZ, CHRISTINA
T/A #:

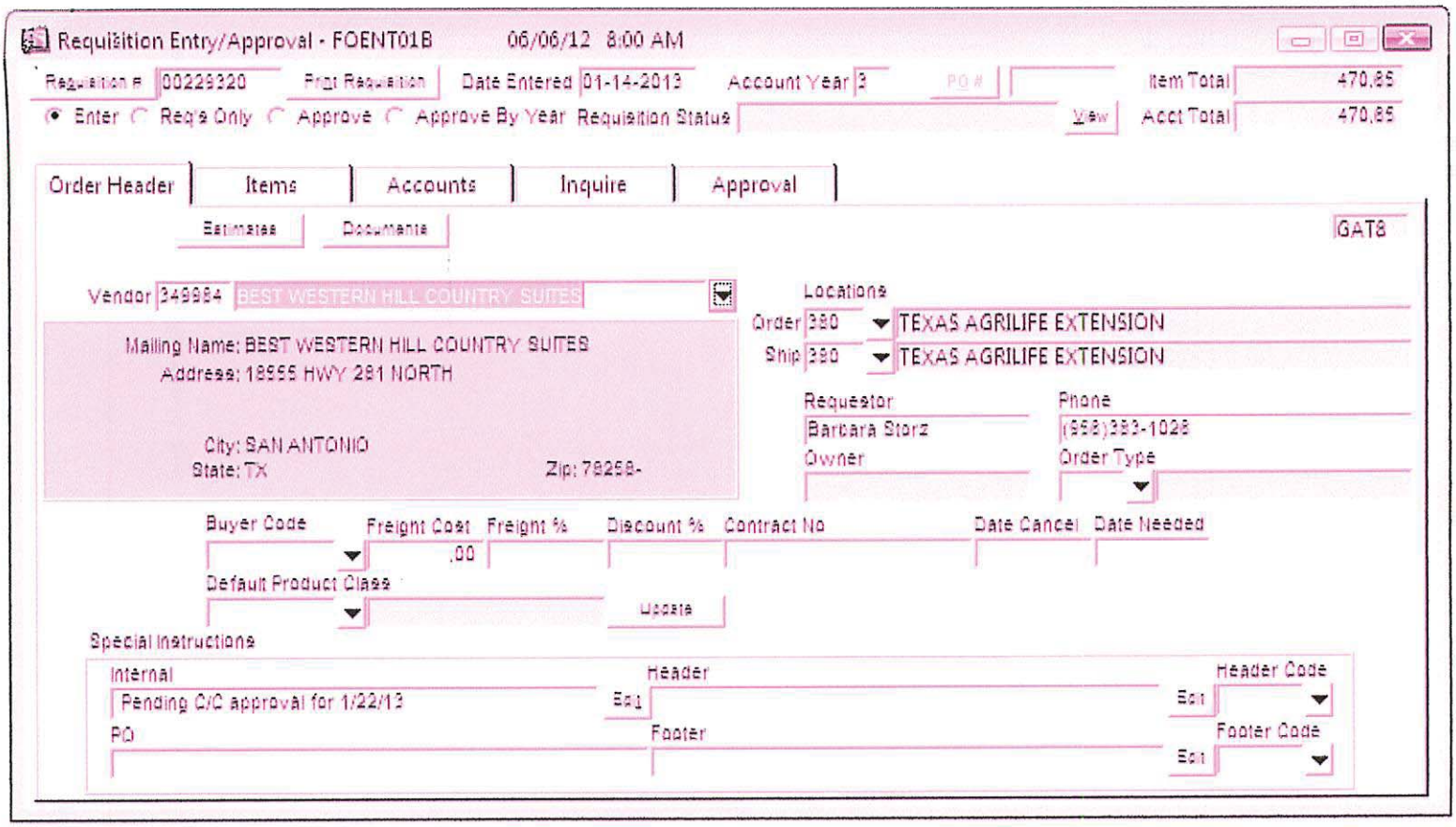
Reserved Date	Status	Arrival Date	# Nights	Depart Date	Room Type	Adlt	Chld	Grd Rs	Rate Code	Rate	Res	BW Confirm
01/10/13	Reserved	02/10/13	5	02/15/13	KSTE	1	0	MG	MR	$84.99	Y	986715647.01
									Rate Change			Rate Change

PEREZ, CHRISTINA
410 N 13TH AVE
EDINBURG, TX 78541

Thank you for choosing
BW PLUS HILL COUNTRY SUITES

Each Best Western® branded hotel is independently owned and operated.

HIDALGO COUNTY
BUDGET OFFICE
13 JAN 11 PM 4 51



HIDALGO COUNTY
BUDGET OFFICE
2013 JAN 14 PM 4 51

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

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Christina L. Perez | EMPLOYEE I.D. NO.: 188760 | EMPLOYEE TITLE: CEA-4-H & Yoth Development

DEPARTMENT: Hidalgo County Extension Service | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 2/10/13 | RETURN DATE: 2/15/12

TIME OF DEPARTURE: 10:00 AM | TIME OF RETURN: 5:30 PM

TO CITY: San Antonio | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE: 2/10/2013 END DATE: 2/16/2013 ACTUAL NO. OF DAYS 7

TITLE OF WORKSHOP/CONFERENCE: 2013 San Antonio Stock Show & Rodeo

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

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? Christina L. Perez

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE? Ford F350 will be used

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To participate in professional organizations related to the employee or official's job assignment.

B. ESTIMATED EXPENSES:

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

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 10-Feb	MONTH / DAY 11-Feb	MONTH / DAY 12-Feb	MONTH / DAY 13-Feb	MONTH/ DAY 14-Feb	MONTH / DAY 15-Feb	MONTH / DAY	Total	
Breakfast	$9.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00		$72.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00	$0.00		$90.00	
Total	$39.00	$30.00	$30.00	$30.00	$30.00	$30.00	$12.00	$0.00	$162.00	$ 162.00

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

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

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

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.565 (Current Rate) . . . . $ -

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

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $ _____

_____ . . . . . $ _____

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

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 162.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 3-1100-461-00-380-001-0-583

HIDALGO COUNTY BUDGET OFFICE
13 JAN 14 PM 2:51

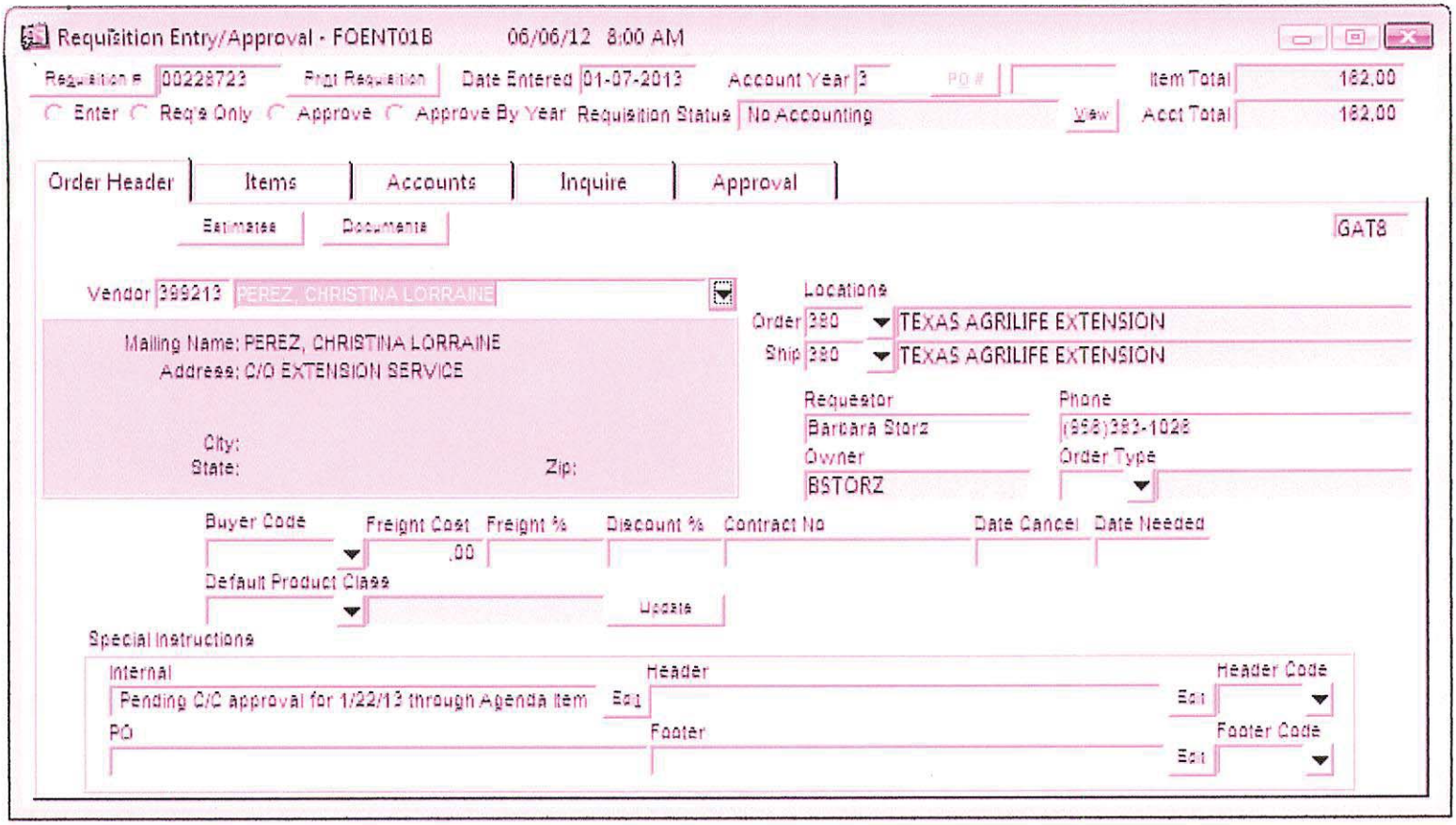
C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

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

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

Christina Perez	Barbara Storz	Barbara Storz
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (01/13)



HIDALGO COUNTY
BUDGET OFFICE
13 JAN 11 PM 4:51

DAILY LIVESTOCK SCHEDULE

Revised October 15, 2012; All dates and times are approximate and subject to change

Wednesday, February 6

7am-2pm	**Junior & Open Breeding Swine**	Arrive/Check-In	Gembler/SB
Noon-4pm	**Junior & Open Breeding Angora Goats**	Arrive/Check-In	Gembler/MAC
2pm	**Swine Skillathon** *(Registration at 1pm)*		SB

Thursday, February 7

7am	**Junior Breeding Swine** Spot, Chester White, Poland China, Yorkshire	Judge	SB
7am-Noon	**Junior & Open Breeding Boer Goats**	Arrive/Check-In	Gembler/MAC
8am	**Breeding Angora Goats** (Open followed by Junior)	Judge	MAC
8am-2pm	**Beefmaster Rose Classic Sale Cattle**	Arrive	Gembler/AB
10am-2pm	**Junior & Open Dairy Cattle**	Arrive	Gembler
2pm-4pm	**Junior & Open Dairy Cattle**	Check-In	CB#2
After Judging	*Release: Junior Breeding Swine (Spot, Chester White, Poland China, Yorkshire) (Must be out by 8pm, Feb. 9)*		
After Judging	*Release: Junior & Open Breeding Angora Goats (Must be out by 7pm, Feb. 7)*		

Friday, February 8

7am	**Junior Breeding Swine** Duroc, Landrace, Hampshire, Berkshire	Judge	SB
7am	**Breeding Boer Goats** (Junior followed by Open)	Judge	MAC
7am-4pm	**Open Beef Cattle**	Arrive	Gembler
8am-4pm	**Beefmaster Rose Classic Sale Cattle**	Arrive	Gembler/AB
9am	**Dairy Judging Contest** *(Registration at 8am)*		CB#2
10am-5pm	**Open Beef Cattle**	Check-In	CB#1
After Judging	*Release: All Junior Breeding Swine (Must be out by 8pm, Feb. 9)*		
After Judging	*Release: Junior & Open Breeding Boer Goats (Must be out by 7pm, Feb. 8)*		

Saturday, February 9

6am-11am	**Junior & Open Breeding Sheep**	Arrive/Check-In	Gembler/MAC
8am	**Open Breeding Swine**	Judge	SB
8am	**Junior Dairy Cattle**	Judge	CB#2 North
8am	**Open Beef Cattle**	Judge	CB#2
	North: *(Following Junior Dairy Cattle)* Non-Haltered TX Longhorn		
	South: Beefmaster, Haltered TX Longhorn, Non- Haltered TX Longhorn		
9am	**Public Speaking Contest** *(Registration at 8am)*		R-20
9am	**Intercollegiate Wool Judging Contest** *(Registration at 8:30am)*		SALE HQ
12:30pm	**Wool Judging Contest** *(Registration at 11am)*		SALE HQ
1pm	**Beefmaster Rose Classic Sale**	Sale	AB
After Judging	*Release: Open Beef Cattle (Must be out by 6pm, Feb. 10)*		
After Judging	*Release: All Breeding Swine (Must be out by 8pm, Feb. 9)*		
After Judging	*Release: Junior Dairy Cattle (Must be out by 6pm, Feb. 10)*		

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BUDGET OFFICE
HIDALGO COUNTY

Sunday, February 10

check in

7am	**Breeding Sheep** *(Junior followed by Open)*	Judge	MAC
8am	**Open Dairy Cattle**	Judge	CB#2 North
8am	**Open Beef Cattle**	Judge	CB#2
	North: *(Following Open Dairy Cattle)* American Red Brangus, Intl. Red Brangus/Brangus		
	South: Brahman		
8am	**Meat Judging Contest** *(Registration at 7am)*		Cargill
9am	**Cowboy Church**		AB
After Judging	*Release: Open Dairy Cattle (Must be out by 6pm, Feb. 10)*		
After Judging	*Release: Open Beef Cattle (Must be out by 6pm, Feb. 11)*		
After Judging	*Release: Junior & Open Breeding Sheep (Must be out by 7pm, Feb. 10)*		

Monday, February 11

8am	**Open Beef Cattle**	Judge	CB#2
	North: Braunvieh, Santa Gertrudis, Miniature Hereford, Hereford		
	South: Limousin, Simmental, Simbrah, Percentage Simbrah		
8am-3pm	**All Breed Sale Cattle**	Arrive	Gembler/AB
5pm	**Junior Breeding Heifers**	Staging Begins	Gembler
5pm	**Junior Market Goats**	Staging Begins	Gembler
5pm	**Junior Market Lambs**	Staging Begins	Gembler
After Judging	*Release: Open Beef Cattle (Must be out by 6pm, Feb. 11)*		

Tuesday, February 12

Mon-3pm	**Junior Breeding Heifers**	Arrive	Gembler
	Beefmaster, Braford, Brahman, Brangus, Braunvieh, Charolais, Chianina, Simbrah, Simmental		
	(These breeds must arrive & check-in by 5pm, Feb. 12 to be eligible to show)		
Mon-Noon	**Junior Market Goats**	Arrive	Gembler
Mon-Noon	**Junior Market Lambs**	Arrive	Gembler
6am-3pm	**Junior Market Goats**	Check-In	SB & MAC
6am-3pm	**Junior Market Lambs**	Check-In	SB & MAC
9am-5pm	**Junior Breeding Heifers**	Check-In	CB#1
	Beefmaster, Braford, Brahman, Brangus, Braunvieh, Charolais, Chianina, Simbrah, Simmental		
	(These breeds must arrive & check-in by 5pm, Feb. 12 to be eligible to show)		
2pm	**Sheep Skillathon** *(Registration at 1pm)*		MAC

Wednesday, February 13

6am-10am	**Junior Breeding Heifers**	Arrive	Gembler
	Angus, Hereford, Limousin, Maine-Anjou, Red Angus, Red Brangus, Santa Gertrudis, Shorthorn		
	(These breeds may arrive and check-in on Feb. 12 or Feb. 13)		
8am-2pm	**Junior Breeding Heifers**	Check-In	CB#1
	Angus, Hereford, Limousin, Maine-Anjou, Red Angus, Red Brangus, Santa Gertrudis, Shorthorn		
	(These breeds may arrive and check-in on Feb. 12 or Feb. 13)		
8am	**Simbrah/Simmental Superbowl**	Judge	CB#2
8am	**Junior Market Lambs**	Judge	MAC
	Southdown, Fine Wool, Fine Wool Cross		
9am	**Junior Market Goats**	Judge	SB
	Light Weight Division, Medium Weight Division		
10am	**All Breeds Bull and Heifer Sale**	Sale	AB
2pm	**Beef Cattle Skillathon** *(Registration at 1pm)*		CB#2

HIDALGO COUNTY BUDGET OFFICE JAN 14 PM 4 51

Thursday, February 14

8am	**Junior Breeding Heifers** **North Ring:** Brahman, Simbrah, Brangus, Braunvieh **South Ring:** Simmental, Chianina, Braford, Charolais, Beefmaster	Judge	CB#2
8am	**Junior Market Lambs** Medium Wool	Judge	MAC
8:30am	**Horse Judging Contest** *(Registration at 7:30am)*		Expo Hall
9am	**Junior Market Goats** Heavy Weight Division	Judge	SB
3pm	*Release: Junior Breeding Heifers- Beefmaster, Braford, Brahman, Brangus, Braunvieh, Charolais, Chianina, Simbrah, Simmental (Must be out by 10am, Feb. 16)*		

Friday, February 15

Check-out

8am	**Junior Breeding Heifers** **North Ring:** Hereford, Red Angus, Maine-Anjou, Limousin, Red Brangus **South Ring:** Angus, Shorthorn, Santa Gertrudis	Judge	CB#2
9am	**Horse Bowl Contest** *(Registration at 8am)*	Contest	R-20
3pm	*Release: All Junior Breeding Heifers (Must be out by 10am, Feb. 16)*		

Saturday, February 16

12am-7am	**Junior Market Barrows (Group 1)** Berkshire, Spot, Hampshire, Duroc, Poland China, Dark Crossbred	Arrive	Gembler
7am-2pm	**Junior Market Barrows (Group 1)** *(Weight, Validation Number, & Breed Designation must be turned in by 2pm)*	Check-In	SB
9am	**Food Challenge** *(Registration at 8am)*		CB#2
9am	**Agricultural Science Fair** *(Registration at 7am-8am)*	Judge	CB#2
9am	**Consumer Decision Making** *(Registration at 8am)*		R-20

Sunday, February 17

7am	**Junior Market Barrows (Group 1)** Berkshire, Spot, Hampshire	Judge	SB
9am	**Cowboy Church**		AB
9am	**Poultry Judging Contest** *(Registration at 8am)*		CB#2

Monday, February 18

6am-10am	**Junior Commercial Steers**	Arrive	Gembler
7am	**Junior Market Barrows (Group 1)** Duroc, Poland China, Dark Crossbred	Judge	SB
10am	**Sheep Dog Trials**		CB#2
10am	**Junior Commercial Steers** *Orientation & Record Books Due*	Weigh/Ultrasound	AB
2pm	**Junior Market Steers**	Staging Begins	Gembler
2pm	**Junior Market Barrows (Group 2)**	Staging Begins	Gembler
4:30pm	**Junior Commercial Steers**	Test Orientation	AB
5pm	**Junior Market Steers**	Arrive	CB#1

HIDALGO COUNTY BUDGET OFFICE JAN 24 PM 4:51

Travel Outside of Hidalgo County in County Vehicle

TO: D.B.M. SAFETY DIVISION
318-2658FAX

FROM: Hidalgo County Extension Service
DATE: 1/9/2013

Notice to be processed minimum of 24 hours prior to trip

Date(s) Requested: From: 1/27/2013 To: 1/27/2013
Estimated Time Leave: 11:00 AM Est. Time Return: 7:30 PM
Destination: Alice, Texas
Reason for Trip: 2013 District 12 4-H Consumer Decision Making Contest

The following person(s) are requesting to take the following County vehicle(s) out of County:

Name of Driver: Christina L. Perez ✓
DL Number: 20474044 ✓ (Texas Only)
Birth Date: 4/23/1984 ✓
Expiration Date: 4/23/2014 ✓

Name of Driver:
DL Number: (Texas Only)
Birth Date:
Expiration Date:

Name of Driver:
DL Number: (Texas Only)
Birth Date:
Expiration Date:

Checklist:
Ins. Card in Vehicle
Jack in Vehicle
Drivers License with Driver
This approval with Driver

OK

Vehicle VIN#: #1FTWW30525EB48635 ✓
Tag Number: 884-793 ✓
Asset Number: 42595 Ford F-350 Pickup

OK

Vehicle VIN#:
Tag Number:
Asset Number:

Signed: Barbara C. Alaniz
Department Head/Designee

Dated: 1/9/2013

D.B.M. Safety Division Checked Insurances:

Date: 1-11-13 8:20 AM

13 JAN 14 PM 4 51
BUDGET OFFICE
HIDALGO COUNTY

AI-36419 **Comm. Court Executive Office 8. J.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Yvonne Ramon **Submitted By:** Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Elections Dept.:
Requesting permission to allow Yvonne Ramon, Elections Administrator, to attend the Election Center 2013 Special Workshop and Professional Education Program sponsored by the Texas Association of Elections Administrators. The workshop/training will be held February 27,2013 through March 3, 2013 in New Orleans, Louisiana.

BACKGROUND

Reference Req# 228737, 228730, 228771, 228838, 229059, 229045

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

Funds available through Reqs# 228737, 228730, 228771, 228838, 229059, 229045.

Attachments

Travel Forms
signed forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 10:51 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Melanie Esparza Started On: 01/16/2013 08:30 AM

Final Approval Date: 01/18/2013

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 01/07/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Elections

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Yvonne Ramon (Elections Administrator)

EVENT INFORMATION

TITLE OF EVENT:	Election Center 2013 Special Workshop		
EVENT DATE(S) FROM:	02/28/13	TO:	03/01/13
DEPARTURE DATE:	02/27/13	RETURN DATE:	03/03/13
LOCATION OF EVENT: CITY:	New Orleans	STATE:	Louisiana

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

Note:

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 419.00	
Subtotal for Object Code 584	$ 419.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR		
6. GASOLINE/DIESEL/FUEL		
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING		
10. LODGING		
11. MEALS		
12. OTHER EXPENSES		
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 419.00	$

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

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

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

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

Registration
Req: 228737

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

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

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

I certify that:

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

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

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

- [ ] TRAVEL IS **APPROVED** for the individuals listed below:
- [ ] TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Janie Alejos	1-15-13		292-7025

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

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

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

DEPARTMENT:	Elections	If, applicable, was travel approved by Co. Exec. Officer?	No
DEPARTURE DATE:	2/27/2013	RETURN DATE:	3/3/2013
TO CITY:	New Orleans	STATE:	Louisiana
NAME OF EMPLOYEES ATTENDING SEMINAR:	Yvonne Ramon		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Texas Association of Elections Administrators 2011 Midwinter Conference

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	Elections Center Special Workshop		
SPONSORED BY:	Texas Association of Elections Administrators		
REGISTRATION CHECK PAYABLE TO:	Texas Association of Elections Administrators		
REGISTRATION ADDRESS:	The Election Center	SEMINAR START DATE:	2/27/2013
	Conference Office P.O. Box 965	SEMINAR END DATE:	3/3/2013
	Elk Grove, CA 95759	PURCHSE ORDER NO.	Req# 228737
1. REGISTRATION COST PER EMPLOYEE:	$ 419.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	1
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	
GL ACCT NO.:	3*1100-414-00-130-001-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	1
TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.			$ 419.00
(SEE PAGE 2 FOR SECTIONS B, C, & D)		TOTAL THIS PAGE (A):	$ 419.00
		TOTAL 2ND PAGE (B + C + D):	#VALUE!
		GRAND TOTAL (A + B + C + D)	#VALUE!

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

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

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
	Yvonne Ramon	
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
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awkins at (916) 686-7928.
is 54-1578880

Nonprofit Org.
U.S. Postage
PAID
Sacramento, CA
Permit No. 1250

ELECTION CENTER
Conference Office
P.O. Box 965
Elk Grove, CA 95759

ELECTION CENTER

★2013★

Special Workshop

February 27-
March 3, 2013

Right and Wrong: Lessons Learned From Election 2012

The Westin New Orelans
New Orleans, Louisiana

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9-10	**The 2012 Presidential Election Survey Status**
10-11	**Voter Registration and Elections Litigation from 2012**
11-11:30	Break
11:30-12:30	**New Ideas and Suggestions for Voters Needing Assistance (And update of RAAV activities)**
12:30-2	No Host Lunch
2-3	**Presidential Election Clearinghouse Issues from The Election Assistance Commission**
3-4	**2012 Recounts and Contested Elections: Lessons Learned**
4-4:30	**Suggestions for 2013 Activities in the Voter Registration and Election Office**

Saturday, March 2, 2013

8-9	Registration Desk
9:-4:30	Course VII Facilitating Voter Participation
9-4:30	Course VIII Implementation of New Programs
9-4:30	Course XV Training in Elections
12-1:30	Hosted Lunch

Sunday, March 3, 2013
Courses Continued

8-11	Course VII
	Course VIII
	Course XV

REGISTRATION

The Election Center

Special Workshop

New Lorelans, Louisiana
February 28-March1, 2013
(Please use a separate form for each person registering)

Name _____
(Address and office phone number provided will be printed on the attendee list and distributed to conference participants)

Address _____

City/State/Zip _____

Telephone: Office_____

Home_____

Fax_____

If you are a member of The Election Center, please include your membership number here _____

Are you a CERA graduate? Yes_____No_____
If Yes, what year? _____

Workshop Registration Fees

Registration and check ***received*** by the conference office **no later than February 15, 2013:**
Gold, Silver, Blue, Associate and NACRC $419
Non-Members $519

Registrations and checks ***received*** **after February 15, 2013** or at the workshop:
Gold, Silver, Blue, Associate and NACRC $519
Non-Members $619
Registration Fee Enclosed $ _____

CANCELLATION POLICY: Written cancellation-stating reason for same must be received by the conference office no later than **February 15, 2013 in order to receive** full credit toward a class, workshop, or conference to be used during the next calendar year less a $50 processing fee. There will be no credit given for cancellations received on or after February 16, 2013.

Please return completed form and check so that they are ***received*** no **later than February 15, 2013 in order to avoid the additional fee to:**

The Election Center
Conference Office
P.O. Box 965
Elk Grove, CA. 95759

Please do not send mail that requires a signature for delivery. This mail cannot be accepted.

To pay by credit card, see electioncenter.org

For additional information, please call Pat Hawkins at (916) 686-7928.

The Election Center's Federal I.D. Number is 54-1578880.

Reg 228737

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IMPORTANT WORKSHOP INFORMATION

Registration deadlines

Hotel: February 6, 2013
(However, if the block of rooms sells out before the deadline, rooms may not be available, or may only be available at a much higher rate.)

Workshop: February 15, 2013
(In order to obtain the discounted rate, the registration form and registration fee must be received....not postmarked, no later than February 15, 2013. Please do not send mail that requires a signature. It cannot be accepted.)

Classes: February 15, 2013
(In order to obtain the discounted rate, the registration form and tuition fee must be received ... not postmarked, no later than February 15. Please do not send mail that requires a signature. It cannot be accepted.) ***There will be no on-site registration for classes only, as seating is limited.***

On Site Registration
Because of security concerns, a computer generated name badge is required to enter the classes. workshop and lunch areas. On Site Registration may delay admission to the workshop. **PLEASE REGISTER IN ADVANCE TO AVOID LATE CHARGES AND A DELAY IN BEING ADMITTED INTO THE WORKSHOP.** Your advance registration also allows us to better plan for food and beverage functions, seating and training materials. ***Thank you very much for your cooperation.***

Please use FedEx for overnight mail.
If you need a FedEx mailing address, please call Pat Hawkins at (916) 686-7928.

THE WESTIN
NEW ORLEANS
CANAL PLACE

THE WESTIN NEW ORLEANS CANAL PLACE WOULD LIKE TO WELCOME YOU AS A PARTICIPANT IN

The Election Center Special Workshop

February 27-March 3, 2013

RESERVATIONS FOR THIS GROUP MUST BE RECEIVED BY THE CUT OFF DATE OF FEBRUARY 6, 2013. ALL RESERVATIONS WILL BE ACCEPTED ON A SPACE AND RATE AVAILABILITY BASIS.
(You will be contacted should the group rate not be available)
PLEASE COMPLETE ALL OF THE FOLLOWING INFORMATION TO CONFIRM YOUR RESERVATION AND TO ENSURE A SPEEDY CHECK-IN.

Arrival Date _____ Departure Date _____
Official check-in time is 3:00pm but we try to accommodate early arrivals, so please tell us your arrival time. Departure time is 12:00 noon.

Name _____

Organization/Company _____

Address _____

City State Zip _____

Phone (___) _____ Fax (___) _____

Email _____

**** Room rate is $169 plus tax**

Number of rooms _____ Number of people _____
($20 additional charge per adult over 2 people)

Preferred Bedding: _____ 1 King Bed _____ 2 Double Beds
(Your bedding preference will be noted on your records, but is not determined until check-in)

Starwood Preferred Guest Number _____

ALL RESERVATIONS MUST BE ACCOMPANIED BY FORM OF GUARANTEE. THE FIRST NIGHT DEPOSIT IS NOT REFUNDABLE.
American Express Discover Visa MasterCard

Credit Card Number _____

Exp Date _____

Print name as it appears on card _____

Signature _____

Fax or email this form to us:
Fax Number: 504 553-5133 or email this form to
Seth.weiner@westinneworleans.com
Westin New Orleans Canal Place
100 Rue Iberville New Orleans, LA Phone Number 504-566-7006

COURSE #7
FACILITATING VOTER PARTICIPATION

Instructor: Mitchell Brown, Ph.D.
Auburn University
Auburn, AL

Saturday, March 2, 2013 9:00 a.m. - 4:30 p.m.
Sunday, March 3, 2013 8:00 a.m. -11:00 a.m.

In the United States, participation in elections is essential to the proper functioning of the democratic process. This course discusses who votes, who doesn't, and why. It enables officials to measure participation and why it is important to the democratic process. It also gives suggestions on how administrators might motivate citizens in their area to register and vote.

COURSE #8
IMPLEMENTATION OF NEW PROGRAMS

Instructor: Robert Montjoy, Ph.D.
University of New Orleans
New Orleans, Louisiana

Saturday, March 2, 2013 9:00 a.m. - 4:30 p.m.
Sunday, March 3, 2013 8:00 a.m. -11:00 a.m.

Kowing what needs to be done is only the beginning. Implementation is a system of organizational structures, processes, and routines that put an idea into action. Without implementation, no real change occurs. Unless implementation is successful, the good idea quickly takes a turn for the worse. This course works with actions taken to carry out policies related to election administration and voter registration such as a new on-time project, a new continuous program, or a change to an existing program.

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 01/07/13

DEPARTMENT NAME: Elections

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Yvonne Ramon (Elections Administrator)

EVENT INFORMATION

TITLE OF EVENT:	Election Center Professional Education Program		
EVENT DATE(S) FROM:	03/02/13	TO:	03/03/13
DEPARTURE DATE:	02/27/13	RETURN DATE:	03/03/13
LOCATION OF EVENT: CITY:	New Orleans	STATE:	Louisiana

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

Note:

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 399.00	✓
Subtotal for Object Code 584	$ 399.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ 1,278.60	✓
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ 320.43	✓
6. GASOLINE/DIESEL/FUEL		
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING		
10. LODGING	$ 771.88	✓
11. MEALS	$ 195.00	✓
12. OTHER EXPENSES		
Subtotal for Object Code 583	$ 2,565.91	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 2,964.91	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)	
AIRFARE*	X
BUS**	
Rental Car**	X
County Vehicle**	
Private Vehicle**	
OTHER** (Specify)	

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

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

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

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

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

I certify that:

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

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Janie Vallejos	1-15-13		292-7085

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

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

Registration Req#: 228771

Airfair Req#: 229059

Car Rental Req#: 229045

Hotels Req#: 228838

Meals Req#: 228730

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

DEPARTMENT:	Elections	If, applicable, was travel approved by Co. Exec. Officer?	No
DEPARTURE DATE:	2/27/2013	RETURN DATE:	3/3/2013
TO CITY:	New Orleans	STATE:	Louisiana
NAME OF EMPLOYEES ATTENDING SEMINAR:	Yvonne Ramon		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Texas Association of Elections Administrators 2011 Midwinter Conference

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	Elections Center Special Workshop		
SPONSORED BY:	Texas Association of Elections Administrators		
REGISTRATION CHECK PAYABLE TO:	Texas Association of Elections Administrators		
REGISTRATION ADDRESS:	The Election Center	SEMINAR START DATE:	2/27/2013
	Conference Office P.O. Box 965	SEMINAR END DATE:	3/3/2013
	Elk Grove, CA 95759	PURCHSE ORDER NO.	Req# 228771
1. REGISTRATION COST PER EMPLOYEE:	$ 399.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	1
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	
GL ACCT NO.:	31-1100-414-00-130-001-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$	399.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	399.00
TOTAL 2ND PAGE (B + C + D):	$	2,370.91
GRAND TOTAL (A + B + C + D)	$	2,769.91

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

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

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
	Yvonne Ramon	
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.

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

DEPARTMENT: Elections

DEPARTURE DATE: 2/27/2013 RETURN DATE: 3/3/2013

TO CITY: New Orleans STATE: Louisiana

NAME OF EMPLOYEES ATTENDING SEMINAR: Yvonne Ramon

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 1

B. HOTEL RESERVATION(S)

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

NAME OF HOTEL: The Westin New Orleans Canal Place HOTEL PHONE NO: 504-566-7006

ADDRESS OF HOTEL: 100 Rue Iberville CONFIRMATION NO.(s): 775490864

New Orleans, LA 70130

ROOM RATE: $ 169.00 PURCHASE ORDER NO. Req# 228838

NUMBER OF NIGHTS: 4 GENERAL LEDGER ACCT NO: 3[illegible]-1100-414-00-130-001-0-583

ROOM RATE: TOTAL NO. OF ROOMS: 1

NUMBER OF NIGHTS:

ROOM RATE: HOTEL TAX RATE: 14.18%

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 771.88

C. CAR RENTAL(S)

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

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

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

NAME OF CAR RENTAL COMPANY: Enterprise Rent-A-Car

ADDRESS OF CAR RENTAL COMPANY: New Orleans Intl Airport

Note: Coordination of travel is required for every group of 4 or less

400 Rental Blvd, kenner, LA 70062

PHONE NUMBER OF CAR RENTAL COMPANY: 504-468-3018

VEHICLE NO. 1 TYPE: Full Size VEHICLE NO. 2 TYPE:

DAILY CAR RATE: $ 64.08 DAILY CAR RATE:

NUMBER OF DAYS: 5 NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO. 479878884

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:

VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. Req#229045 GL ACCT NO: 3[illegible]-1100-414-00-130-001-0-583

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C. $ 320.43

D. AIRFARE(S)

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

NAME OF AIRLINE COMPANY: United Airlines Inc

ADDRESS OF AIRLINE COMPANY: McAllen, Texas

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.: $ 162,352,190,881.00

ROUND TRIP AIRFARE PER PERSON: $ 1,278.60

NUMBER OF TRAVELERS: 1

GENERAL LEDGER ACCOUNT NUMBEI 3[illegible]-1100-414-00-130-001-0-583 P.O. NO.

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ 1,278.60

SUBTOTAL (B+C+D) $ 2,370.91

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

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

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Yvonne Ramon	EMPLOYEE I.D. NO.:	166626	EMPLOYEE TITLE:	Elections Administrator
DEPARTMENT:	Elections	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	2/27/13	RETURN DATE:	3/3/13		
TIME OF DEPARTURE:	5:15 AM	TIME OF RETURN:	8:34 PM		
TO CITY:	New Orleans	STATE:	Louisiana		
SEMINAR/CONFERENCE/MEETING: START DATE:	2/27/2013	END DATE:	3/3/2013	ACTUAL NO. OF DAYS	5
TITLE OF WORKSHOP/CONFERENCE:	Election Center 2013 Special Workshop and Professional Educaiton Program				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):		IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			Yes
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Yvonne Ramon				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Election Center 2013 Special Workshop

B. ESTIMATED EXPENSES:

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

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 27-Feb	MONTH / DAY 28-Feb	MONTH / DAY 1-Mar	MONTH / DAY 2-Mar	MONTH/ DAY 3-Mar	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00			$45.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00			$60.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00			$90.00	
Total	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$0.00	$0.00	$195.00	$ 195.00

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

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

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

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.510 (Current Rate) . . . . $ -

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

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $ _____

_____ . . . . . $ _____

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

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 195.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 3 ~~1~~ 1100-414-00-130-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

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

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

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

COUNTY AUDITOR'S FORM: T.1.5 (01/11)

Rosie Diaz

From: Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]
Sent: Tuesday, January 15, 2013 8:40 AM
To: 'Rosie Diaz'
Subject: FW: Rest easy. Your reservation has been confirmed (775490864).

Finally here you go

PEQ # 228838

Thanks,

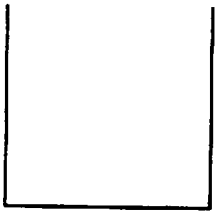
Nielda Cavazos, Travel Specialist
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, Texas 78539
Phone: (956)-292-7000 ext 4843
Fax: (956) 292-7612
nielda.cavazos@co.hidalgo.tx.us

$169 - night

676. - 4 nights
87.88 - Room tax
8. - occupancy fee
$771.88

From: The Westin New Orleans Canal Place [mailto:GCCUSTSERVICE@CONFIRM.STARWOODHOTELS.COM]
Sent: Tuesday, January 15, 2013 8:35 AM
To: NIELDA.CAVAZOS@CO.HIDALGO.TX.US
Subject: Rest easy. Your reservation has been confirmed (775490864).

Trouble seeing this email? View it in a browser for up-to-date reservation information, or to view in English, Français, Español, Deutsch, 日本語 中文(简体), Italiano, Português, Русский



The Westin New Orleans Canal Place
100 Rue Iberville,
New Orleans , Louisiana 70130 United States
Phone: (504) 566-7006 Fax: (504) 553-5120

- ☐ CONTACT US
- ☐ GUEST ROOMS
- ☐ FEATURES AND ACTIVITIES
- ☐ DINING OPTIONS
- ☐ LOCAL AREA
- ☐ DRIVING DIRECTIONS
- ☐ AREA MAP

☐ MEETING SPACE

Greetings Yvonne,

Your reservation is all set - we're excited to welcome you to The Westin New Orleans Canal Place. If there is anything you need as we prepare for your arrival, please just ask.

Stay Well,

David Rosenberg
GENERAL MANAGER

A MESSAGE FOR YOUR STAY

Confirmation: 775490864

YOUR RESERVATION

Check In	27-FEB-2013 - 3:00 PM *
Check Out	03-MAR-2013 - 12:00 PM *
Number of Rooms	1
Number of Guests	1

** Indicates standard hotel check-in and check-out times and does not reflect special arrangements made with the hotel.*

A MESSAGE FROM WESTIN HOTELS & RESORTS

Pack light & stay fit with New Balance clothing & shoes to use during your stay.

A MESSAGE FROM STARWOOD PREFERRED GUEST

YOUR ACCOMMODATIONS: ROOM 1 OF 1

Guest Name	YVONNE RAMON
Number of Adults	1
Number of Children	0

Room Description
King Bed

- Traditional Non-smoking, Smoke-free
- 37 Sq.m/400 Sq.ft
- 32 Inch Flat Screen Lcd Tv

• Heavenly Bed And Shower • Large Work Area

• City View

Remarks

YOUR RATE: ROOM 1 OF 1

Rates for the night of 27-Feb-13, 28-Feb-13, 01-Mar-13, 02-Mar-13

Earn up to 18,00 bonus Starpoints® >>

Rate Details
The Election Center/

169.00 in US DOLLARS per night

Taxes
Occupancy 2.0 Usd Per Room Per Night Not In The Rate
Room Tax 13.0 Percent Per Room Per Night Not In The Rate

Guarantee and Cancellation Policies
Your room is guaranteed with a(n) MASTER CARD card.
Cancel by 6:00 PM Hotel time 3 days prior to avoid 1 Night penalty. There may be additional applicable charges and taxes.

Room taxes may be charged on penalties.

Special Services for All Rooms:
February 27, 2013 - March 03, 2013
Rate Plan: The Election Center/
MANDATORY GTD Per Room/per Stay

Debit and Credit cards will be authorized at check-in for the amount of your stay, plus an amount to cover incidentals. Please visit "Announcements" on the hotel website for more information.

YOUR PRIVACY

Please note: For security purposes, you will be asked to provide a valid government or state-issued photo ID at check-in.

This email may contain links to websites that collect personally identifiable information about you. Starwood Hotels & Resorts Worldwide, Inc. is not responsible or liable for the actions of such independent websites, and encourages you to review the privacy statements and policies of such websites to understand how they collect, use and store such information.

Click here for Starwood Hotels & Resorts Worldwide, Inc.'s Privacy Statement.

DISCLOSURE

Modify and Cancel Information

To view, change or cancel your reservation, please visit **westin.com**. Any modification to a reservation is subject to the hotel's availability at the time the modification is requested and may change the rate and/or require payment of cancellation fees. If you require further assistance, please contact Westin Hotels & Resorts at 800-937-8461 if you are calling from the United States or Canada. Otherwise, **click here** for the telephone number of the Worldwide Reservation Office nearest you. Please note that reservations cannot be changed or canceled via email.

Guarantee Rules

For reservations guaranteed with a form of payment at time of booking, rooms are held until hotel check-out time the day following arrival. For reservations not guaranteed with a form of payment at time of booking, rooms are held until set cancellation time per the rules of the reservation. In the event more guests arrive than can be accommodated due to hotel overbooking or an unforeseen circumstance, and hotel is unable to hold rooms consistent with this room hold policy, hotel will attempt to accommodate guests, at its expense, at a comparable hotel in the area for the oversold night(s), and will pay for transportation to that hotel.

Exchange Rate

For non-US hotels, rates confirmed in USD may be converted to local currency by the hotel at your time of stay, based on the exchange rate used by the hotel and are subject to exchange rate fluctuations. Credit card charges are subject to additional currency conversions by banks or credit card companies, which are not within the hotel's control and may impact the amount charged to your credit card. Please contact the hotel if you have any questions.

Rate/Reservation Validity

Please note that electronic reservation confirmations are provided to you solely for your convenience and that we retain official records of our reservation transactions, including details of dates of stay and room rates. In the event of discrepancies, alterations, modifications, or variations between this confirmation and our official records, our official records shall control. Tampering with this confirmation to alter the room rate, or any other reservation information is strictly prohibited and may have legal consequences.

Early Departure

Many Starwood hotels have an early departure fee. When you check-in, you will be asked to confirm your departure date. You may be able to change your departure date without a penalty if your rate plan permits and if you do so before the end of your arrival day. After reconfirming your departure date, if you decide to leave earlier, you may be charged the early departure fee. Please contact the hotel if you have any questions.

Starwood Hotels & Resorts Worldwide, Inc.
One StarPoint Drive, Stamford, CT 06902 USA

This is a post only e-mail. Please do not reply to this message.
If you would like to unsubscribe from further marketing e-mail communications related to this stay, please **click here.**

Rosie Diaz

From: Enterprise Rent-A-Car Reservations [onlinereservations@enterprise.com]
Sent: Monday, January 14, 2013 2:41 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: Confirmed: Enterprise Rent-A-Car Reservation

Rea #229045

Dear Yvonne Ramon,

Thank you for choosing Enterprise. We look forward to seeing you on Wednesday, February 27, 2013 at 10:00 am. If you didn't print your confirmation when you reserved your car, please print this Email or record your confirmation number. You may need it when you pick up your rental.
Your rental information is summarized below.
P.S. Remember us when you're renting in town. Enterprise is always nearby at more than 6,500 neighborhood locations.

RESERVATION INFORMATION

Confirmation Number: 479878884

Name: Ramon, Yvonne

Pick Up Date: Wednesday, February 27, 2013 at 10:00 am

Drop Off Date: Sunday, March 3, 2013 at 4:00 pm

Pick Up Location Address and Phone Number :
NEW ORLEANS INTL ARPT
400 RENTAL BLVD.
KENNER, LA 70062-6941
Tel.: (504) 468-3018

Pick Up Location Hours for the week of : February 25, 2013

Monday	6:00 am	11:59 pm
Tuesday	6:00 am	11:59 pm
Wednesday	6:00 am	11:59 pm
Thursday	6:00 am	11:59 pm
Friday	6:00 am	11:59 pm
Saturday	6:00 am	11:59 pm
Sunday	6:00 am	11:59 pm

Car and Rate Information for HIDALGO COUNTY PURCHASING:
Full Size
Chevy Impala, Nissan Altima, Dodge Charger or similar

232.50 USD (5 Day @ 46.50)

0.00 USD (Drop Charge)

0.00 USD (COLLISION DAMAGE WAIVER FULL)

0.00 USD (SUPPLEMENTAL LIABILITY PROTECTION)

31.00 USD (CUSTOMER FACILITY CHARGE 6.20/DAY)

25.83 USD (AIRPORT CONCESSION FEE RECOVERY)

11.57 USD (STATE SALES TAX)

19.53 USD (JEFFERSON PARISH TAX)

Total Charges 320.43 USD

Additional surcharges, local taxes, etc. may apply.

ENTERPRISE PICK-UP POLICY

COUNTER IN TERMINAL. SHUTTLE WILL BE PROVIDED TO RENTAL VEHICLE.

ENTERPRISE MILEAGE POLICY

MILEAGE IS UNLIMITED FOR STATE OF TEXAS BUSINESS USE ON CONTRACTED CAR CLASSES. FOR ONE WAY RENTALS, MILEAGE IS UNLIMITED MILES WHEN BOOKING ONE WAY RENTALS IN TEXAS AND RETURNING IN TEXAS. ALL OTHER ONE WAY RENTALS WILL INCLUDE 0 FREE MILES WITH A $.40 PER MILE CHARGE.

ENTERPRISE AGE POLICY

ALL STATE DRIVERS MUST BE 18 YEARS OF AGE OR OLDER FOR CONTRACTED CAR CLASESS FOR BUSINESS USE. 21 AND UP FOR 12-15 PASSENGER VANS.

ENTERPRISE ADDITIONAL DRIVER POLICY

THERE ARE NO ADDITIONAL FEES FOR STATE RENTERS WITH VALID ID OR A SPOUSE OR DOMESTIC PARTNER.

ENTERPRISE AFTER HOURS POLICY

THE ENTERPRISE OFFICE OPENS AT 4AM FOR RETURN SERVICE

ONLY. CUSTOMERS SHOULD RETURN VEHICLES TO THE ENTERPRISE OFFICE FROM 4AM TO MIDNIGHT.
********** FROM MIDNIGHT TO 4AM, PLEASE RETURN TO: PARK-N-FLY (ACROSS FROM THE AIRPORT) LOCATED AT 1017 AIRLINE HWY. PHONE (504)469-4716.
PLACE KEYS IN THE ENTERPRISE KEY-DROP BOX.
COMPLIMENTARY SHUTTLE PROVIDED BACK TO THE AIRPORT.

TO MODIFY OR CANCEL THIS RESERVATION

Please click the link below to modify or cancel this reservation.
(Note:
Modifying your location, date, or time may result in changes to your rates, taxes, surcharges or underage fee).
https://www.enterprise.com/car_rental/deeplinkmap.do?bid=001&confirmnum=4798
78884&firstname=Yvonne&lastname=Ramon&cnty=US&language=EN

Rosie Diaz

From: United Airlines, Inc. [unitedairlines@united.com]
Sent: Monday, January 14, 2013 2:48 PM
To: NIELDA.CAVAZOS@CO.HIDALGO.TX.US
Subject: eTicket Itinerary and Receipt for Confirmation L0NYDL

REC 1/22/13 #2

UNITED | A STAR ALLIANCE MEMBER

Confirmation:
L0NYDL
Check-In :

Issue Date: January 14, 2013

Traveler	eTicket Number	Frequent Flyer	Seats
RAMON/YVONNEMRS	0162352190881		29B/11B/10C/10C

FLIGHT INFORMATION

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	M
Wed, 27FEB13	UA633	B	MCALLEN, TX (MFE) **5:15 AM**	HOUSTON, TX (IAH -BUSH INTL) **6:26 AM**	A-319	
Wed, 27FEB13	UA4336	B	HOUSTON, TX (IAH -BUSH INTL) **8:49 AM**	NEW ORLEANS, LA (MSY) **10:02 AM**	ERJ-145	
Flight operated by EXPRESSJET AIRLINES INC doing business as UNITED EXPRESS.						
Sun, 03MAR13	UA4967	B	NEW ORLEANS, LA (MSY) **4:00 PM**	HOUSTON, TX (IAH -BUSH INTL) **5:17 PM**	CRJ-700	
Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS.						
Sun, 03MAR13	UA5182	B	HOUSTON, TX (IAH -BUSH INTL) **7:16 PM**	MCALLEN, TX (MFE) **8:34 PM**	CRJ-700	
Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS.						

FARE INFORMATION

Fare Breakdown		**Form of Payment:**
Airfare:	1,151.62 USD	MASTERCARD
U.S. Federal Transportation Tax:	86.38	Last Four Digits 6590
U.S. Flight Segment Tax:	15.60	
September 11th Security Fee:	10.00	
U.S. Passenger Facility Charge:	15.00	
Per Person Total:	1,278.60 USD	
eTicket Total:	**1,278.60 USD**	

The airfare you paid on this itinerary totals: 1,151.62 USD

The taxes, fees, and surcharges paid total: 126.98 USD

Fare Rules: Additional charges may apply for changes in addition to any fare rules listed.

/-REFUNDABLE-/

Baggage allowance and charges for this itinerary.

Baggage fees are per traveler

Origin and destination for checked baggage	1st bag	2nd bag	Max wt / dim per piece
2/27/2013 McAllen, TX (MFE) to New Orleans, LA (MSY)	25.00 USD	35.00 USD	50.0lbs (23.0kg) - 62.0in (157.(
3/3/2013 New Orleans, LA (MSY) to McAllen, TX (MFE)	25.00 USD	35.00 USD	50.0lbs (23.0kg) - 62.0in (157.(

Additional Baggage Information

Carry-on baggage information

United accepts one carry-on item of no more than 45 linear inches or 114 linear centimeters in the aircraft cabin, along with one personal item (such as a shoulder or laptop bag).

Due to FAA regulations, operating carriers may have different carry-on requirements. Please check with the operating carrier for more information or go to united.com.

General Baggage Information

First and second bag service charges do not apply to active-duty members of the U.S. military and their accompanying dependents. For additional information regarding baggage charges allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items or sporting equipment, visit united.com/baggage.

IMPORTANT CONSUMER NOTICES

- **Incorporated Terms** - Your travel is subject to United's Contract of Carriage terms. The Contract is available for inspection at any UA ticketing facility, united.com or by calling 1-800-UNITED-1. Passengers have the right to receive the full text of the terms incorporated by reference free of charge by mail or other delivery service. The Contract terms include rules about limits on liability for personal injury or death and for loss, damage, or delay of goods and baggage, check-in times, overbooking, security issues, reservations, denial of carriage, refunds, claims limits and restrictions, including time limitations for filing a claim or lawsuit, and schedule changes and irregularities. The Contract of Carriage contains further detail of these terms.
- **Additional Terms** - Depending on the rules applicable to the fare paid, one or more restrictions including, but not limited to one or more of the following, may apply to your travel: (1) the ticket may not be refundable but may be exchangeable for a fee with another restricted fare ticket meeting all the rules/restrictions of the original ticket (including the payment of any difference in fares); (2) a fee may apply for changing/canceling reservations; or (3) travel may be restricted to specific flights and/or times and minimum and/or maximum stay may be required.
- **Baggage Liability** - On domestic flights, United's maximum liability limit for checked baggage is $3300 USD per passenger and United excludes liability for all unchecked baggage. For travel within the U.S., United excludes liability for fragile, valuable or perishable items carried in all baggage including jewelry, computers, cash, camera equipment and similar valuables. If any of these items are lost, damaged or delayed, you will not be entitled to any reimbursement. You can declare excess valuation on certain baggage at the airport, additional fees will apply.
- **ADVICE TO INTERNATIONAL PASSENGERS ON CARRIER LIABILITY** - Passengers on a journey involving an ultimate destination or stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the Carrier in respect of death of or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.
- **Notice—Overbooking of Flights** - Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadline which are available upon request from the air carrier, persons denied boarding involuntarily are entitled to compensation. *The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.*
- **Personal Health** - For important health tips before your flight, including information on a serious condition called Deep Vein Thrombosis, please go to united.com.

Thank you for choosing United Airlines

united.com

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Please do not reply to this message using the "reply" address.
For assistance, please contact United Airlines via telephone or via e-mail.

CREDIT FOR THIS COURSE IS GIVEN ONLY TO GRADUATE STUDENTS RENEWING THEIR CERA STATUS

COURSE #15
TRAINING IN ELECTIONS

Instructor: Kathleen Hale, J.D., Ph.D.
Auburn University
Auburn, AL

Saturday, March 2, 2013 9:00 a.m. - 4:30 p.m.
Sunday, March 3, 2013 8:00 a.m. -11:00 a.m.

Training is critical, not just for poll workers, but for everyone in the elections process. This course draws upon recently published material on elections training, best practices, and existing knowledge of adult education to offer principles and examples applicable to election administration. This is a graduate class for the PEP Program, and participants will be expected to share their own experiences and actively participate in discussions and projects, to employ training techniques appropriate for the various training situations in the administration of elections and voter registration.

The Election Center

PROFESSIONAL EDUCATION PROGRAM

New Orleans, Louisiana, March 2-3, 2013

(Please use a separate form for each person registering)

NAME_____Male___Female___

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL _____

Telephone
Work _____Home_____FAX_____
(For emergencies)

Election Center Membership Number _____

Registration and check ***received*** by the conference office **no later than February 15, 2013:**

	Tuition
Course #7 Facilitating Voter Participation	
Platinum, Gold, Silver, Blue, and Associate _____	$399
Non-Member _____	$499
Course #8 Implementation of New Programs	
Platinum, Gold, Silver, Blue, and Associate _____	$399
Non-Member _____	$499
Course #15 Training in Elections	
Platinum, Gold, Silver, Blue, and Associate _____	$399
Non-Member _____	$499

REGISTRATION DEADLINE—FEBRUARY 15, 2013

Registration and check received by the Conference Office after February 15, 2013, add $100 to above fees. There will be no on-site registration for the class due to limited seating. Sorry we cannot invoice.

CANCELLATION POLICY: Written cancellation stating reason for same must be received by the conference office **NO LATER THAN FEBRUARY 15, 2013** in order to receive full credit toward a class, workshop or conference to be used during calendar year 2013 less a $50 processing fee. There will be no credit given for cancellations on or after February 16, 2013.

Please mail this form and check to reach the Conference Office before **February 15, 2013** to:

The Election Center
Conference Office
P.O. Box 965
Elk Grove, CA. 95759

PLEASE DO NOT SEND MAIL THAT REQUIRES A SIGNATURE FOR DELIVERY. THIS MAIL CANNOT BE ACCEPTED!

Please use FedEx for overnight mail.
Call Pat Hawkins for an overnight mail address.
To pay by credit card, see electioncenter.org.
For additional information, please call Pat Hawkins at (916) 686-7928
The Election Center's Federal I.D. Number is 54-1578880

Nonprofit Org.
U.S. Postage
PAID

Reg # 228771

ELECTION CENTER
Conference Office

One of the realities of life is that Federal legislation and Federal laws continue to greatly affect local and state administration of elections. Since Election 2000, Congress and the states have become very active in shaping ways elections are administered. By looking at the Lessons Learned from Election 2012 we can digest what went right and what went wrong. The near term future of elections depends on how we handle the new requirements from Federal and state mandates – and an increasing number of court decisions.

We always learn new lessons in any major election cycle. Election administration continues to get better as we grow as a profession and this session will be about sharing those lessons so that the 2014 elections -- and beyond – provide better service to America's voters. Finding the right answers now can prevent trouble for you in the near future.

In addition to the workshop will be additional Professional Education Program courses during the weekend. Tuition for those courses is separate from the workshop registration. We continue our commitment to great education in election and voter registration administration and help a great city.

NO New Orleans. 300 years of history. Older than the nation. Known as one of Americans favorite cities to visit. the French Quarter is as fine as it ever was and the hotels and restaurants are dishing out the hospitality and incredibly good food for which the city is famous. Not only will you attend an outstanding workshop. but you get to help revitalize a cultural icon known the world over. Support this wonderful city and this will be your opportunity to see both the old and the renewed.

Make your reservations TODAY because the hotels have been selling out quickly in recent years. If you have questions or need help. call Pat Hawkins in our Conference Office immediately at 916-686-7928.

Tentative Schedule of Events

Wednesday, February 27, 2013

5-8	Registration Desk
6-7:30	Welcome Reception

Thursday, February 28, 2013

8-3	Registration Desk
8:30-9	Continental Breakfast
9-9:30	**Welcome/Housekeeping Announcements**
9:30-10:45	**Update: Pending, Proposed and Recent Federal Voter Registration and Election Legislation and Law**
10:45-11:15	Break
11:15-12:30	**Justice Department Presidential Election Issues and Resolutions**
12:30-2	Hosted Lunch
2-3	**Problems and Possible Solutions with the Requirements of the Military and Overseas Voter Empowerment Act Impacted the Administration of the 2012 Presidential Election (Including helpful hints from the Federal Voting Assistance program)**
3-4	**Requirements of the Help American Vote Act that Impacted the 2012 Presidential General**
4-5	**Numbers, Numbers, Numbers (Numbers that needed closer attention)**

Friday, March 1, 2013

8-2	Registration Desk
8:30-9	Continental Breakfast

10-

11-

11:

12:

2-3

3-4

4-4

Sat
8-9

9:-

9-4

9-4

12-

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Co

8-1

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

DEPARTMENT: Elections

If, applicable, was travel approved by Co. Exec. Officer? No

DEPARTURE DATE: 2/27/2013 RETURN DATE: 3/3/2013

TO CITY: New Orleans STATE: Louisiana

NAME OF EMPLOYEES ATTENDING SEMINAR: Yvonne Ramon

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 1

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Texas Association of Elections Administrators 2011 Midwinter Conference

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR: Elections Center Special Workshop

SPONSORED BY: Texas Association of Elections Administrators

REGISTRATION CHECK PAYABLE TO: Texas Association of Elections Administrators

REGISTRATION ADDRESS: The Election Center
Conference Office P.O. Box 965
Elk Grove, CA 95759

SEMINAR START DATE: 2/27/2013
SEMINAR END DATE: 3/3/2013
PURCHSE ORDER NO. Req# 228737

1. REGISTRATION COST PER EMPLOYEE: $ 419.00 NO. OF EMPLOYEES ATTENDING AT THIS RATE: 1
2. REGISTRATION COST PER EMPLOYEE: NO. OF EMPLOYEES ATTENDING AT THIS RATE:
3. "FREE REGISTRATION COST: "FREE" NO. OF EMPLOYEES ATTENDING FOR "FREE":

GL ACCT NO.: 3[illegible]1100-414-00-130-001-0-584 TOTAL NO. OF EMPLOYEES ATTENDING: 1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$ 419.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$ 419.00
TOTAL 2ND PAGE (B + C + D):	#VALUE!
GRAND TOTAL (A + B + C + D)	#VALUE!

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
Yvonne Ramon	Rose Diaz	ext. 5715

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Yvonne Ramon	Yvonne Ramon	[illegible]

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

DEPARTMENT: Elections

If, applicable, was travel approved by Co. Exec. Officer? No

DEPARTURE DATE: 2/27/2013 RETURN DATE: 3/3/2013

TO CITY: New Orleans STATE: Louisiana

NAME OF EMPLOYEES ATTENDING SEMINAR: Yvonne Ramon

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 1

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Texas Association of Elections Administrators 2011 Midwinter Conference

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR: Elections Center Special Workshop

SPONSORED BY: Texas Association of Elections Administrators

REGISTRATION CHECK PAYABLE TO: Texas Association of Elections Administrators

REGISTRATION ADDRESS: The Election Center
Conference Office P.O. Box 965
Elk Grove, CA 95759

SEMINAR START DATE: 2/27/2013
SEMINAR END DATE: 3/3/2013
PURCHSE ORDER NO. Req# 228771

1. REGISTRATION COST PER EMPLOYEE: $ 399.00 NO. OF EMPLOYEES ATTENDING AT THIS RATE: 1

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

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

GL ACCT NO.: 31-1100-414-00-130-001-0-584 TOTAL NO. OF EMPLOYEES ATTENDING: 1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$	399.00
TOTAL THIS PAGE (A):	$	399.00
TOTAL 2ND PAGE (B + C + D):	$	2,370.91
GRAND TOTAL (A + B + C + D)	$	2,769.91

(SEE PAGE 2 FOR SECTIONS B, C, & D)

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
Yvonne Ramon	Rosie Diaz	EXT 5715

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Yvonne Ramon	Yvonne Ramon	00160220

AI-36550 **Comm. Court Executive Office 8. K.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to process payment of claims from Ricardo Palacios, Attorney at Law totaling $2,210.00 in connection with legal representation of indigent defendants; (due to statute of limitations to bill county have expired), with authority for County Treasurer to issue payment after review and auditing procedures are completed by the County Auditor.

BACKGROUND

2-1100-412-30-115-016-0-333
various invoices from various courts

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Funds available as of 1-18-13

Attachments

vouchers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/18/2013 03:56 PM
Ivan Cantu	Ivan Cantu	01/18/2013 04:25 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/18/2013

Final Approval Date: 01/18/2013

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
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: 01/18/13**

TO: Ricardo Palacios

FROM: Peggy Young **PHONE: (956) 318-2511 ext. 4621**

REFERENCE: Attorney Vouchers CR-06-6126-B, 07-10891-B, CR-08-8014-B, CR-08-8015-B, CR-08-6749-B, CR08-4761-B

CR-08-1342-E, CR-08-10134-G AND 08-3158-E

THE FOLLOWING DOCUMENT (S), i.e. ***ATTORNEY VOUCHERS*** 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:
[ ] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):
[ ] NEEDS CORRECTION (S):
[ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:
[X] OTHER: It is past the four year limitation to bill the county for the attached vouchers.
[ ] COMMENTS / RECOMMENDATION:

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

cc 1/22/13

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.

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 09/06)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05, CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

DEFENDANT NAME *(SHOW ONLY ONE DEFENDANT PER CLAIM)*

Elias Enriquez

CASE NUMBER(S) *(LIST ALL CASES RELATED TO THIS CLAIM)*

CR06-6126-B

COURT NUMBER

COUNTY COURT AT LAW # 2

FEE SCHEDULE

DESCRIPTION	RATE	HOURS	AMOUNT
OUT OF COURT	$40	1	40.00
IN COURT	$70	3	$210.00
OTHER LEGAL SERVICES REIMBURSEMENT REQUIRE PROPER DOCUMENTATION			

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER ?

FEES SET BY COURT

TOTAL $250.00

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER :

JUSTIFICATION FOR ADJUSTMENT AS PER ARTICLE 26.05 (4)(C)

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
7-12-06	Attend Arrg hearing	1	
7-12-06	met w/ ADA for review file		.5
7-12-06	met w/ defendant to discuss case		.5
9-28-06	Attend Pre-trial hearing	.5	
10-17-06	Attend Trial before the Court	1	
10-20-06	CASE Disposed	.5	
	TOTAL HOURS	3	1

RECEIVED BY COUNTY AUDITOR
2012 DEC 19 PM 4 25

PERSONAL INFORMATION

VENDOR NUMBER	324019	TELEPHONE NUMBER	956-618-0115	BAR CARD NUMBER	24010990
MAILING ADDRESS	Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503				

CERTIFICATION

I, **Ricardo Palacios**, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED _____ PRESIDING JUDGE (SIGNATURE) THE _____ DAY OF _____ A.D., 20 12

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED _____, COUNTY AUDITOR

ENTERED

Account No. 1100-412-30-115-018-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 03/05)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

DEFENDANT NAME *(SHOW ONLY ONE DEFENDANT PER CLAIM)*

Juan Mauricio Mendez Esquivel

CASE NUMBER(S) *(LIST ALL CASES RELATED TO THIS CLAIM)*

CR-07-10891-B

COURT NUMBER

COUNTY COURT AT LAW # 2

FEE SCHEDULE

DESCRIPTION	RATE	HOURS	AMOUNT
OUT OF COURT	$40		
IN COURT	$70	3	$210.00

OTHER LEGAL SERVICES REIMBURSEMENT REQUIRE PROPER DOCUMENTATION

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

FEES SET BY COURT

TOTAL $210.00

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

JUSTIFICATION FOR ADJUSTMENT AS PER ARTICLE 26.05 (4)(C)

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
11-16-07	Attend 1st/Ck hearing, met w/ ADA to review file, met w/ defendant to discuss case, case disposed	3	

TOTAL HOURS

RECEIVED BY COUNTY AUDITOR
2012 DEC 19 PM 4 25

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: **Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503**

CERTIFICATION

I, **Ricardo Palacios**, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED

PRESIDING JUDGE (SIGNATURE)

THE DAY OF A.D. 20

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED , COUNTY AUDITOR

ENTERED

Account No. 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 03/08)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

DEFENDANT NAME *(SHOW ONLY ONE DEFENDANT PER CLAIM)*

Miguel Angel Aguilar

CASE NUMBER(S) *(LIST ALL CASES RELATED TO THIS CLAIM)*

CR-08-8014-B & CR-08-8015-B

COURT NUMBER

COUNTY COURT AT LAW # 2

FEE SCHEDULE

DESCRIPTION	RATE	HOURS	AMOUNT
OUT OF COURT	$40	1	40.00
IN COURT	$70	2	140.00

OTHER LEGAL SERVICES REIMBURSEMENT REQUIRE PROPER DOCUMENTATION

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

FEES SET BY COURT

TOTAL $180.00

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

JUSTIFICATION FOR ADJUSTMENT AS PER ARTICLE 26.05 (4)(C)

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
8-21-08	Attend Arrg. hearing	1	
8-21-08	Met w/ defendant to discuss case		.5
8-21-08	Met w/ A.D.A to review file		.5
9-2-08	Attend final hearing, case disposed	1	
	TOTAL HOURS	2	1

RECEIVED BY COUNTY AUDITOR
2012 DEC 19 PM 4 25

PERSONAL INFORMATION

VENDOR NUMBER **324019** TELEPHONE NUMBER **956-618-0115** BAR CARD NUMBER **24010990**

MAILING ADDRESS **Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503**

CERTIFICATION

I, **Ricardo Palacios**, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED PRESIDING JUDGE (SIGNATURE) THE DAY OF A.D. 20

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED COUNTY AUDITOR

PAID

Account No 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV. 1208)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05, CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

DEFENDANT NAME *(SHOW ONLY ONE DEFENDANT PER CLAIM)*

Jacob Lee Herrera Riojas

CASE NUMBER(S) *(LIST ALL CASES RELATED TO THIS CLAIM)*

CR-08-6749-B

☐ CHECK HERE IF APPEAL

COURT NUMBER

COUNTY COURT AT LAW # 2

FEE SCHEDULE

DESCRIPTION	RATE	HOURS	AMOUNT
OUT OF COURT	$70	~~1.0~~ 2.00	70.00 ~~140.00~~
IN COURT	$100	.5 1.00	~~50.00~~ 100.00
OTHER LEGAL SERVICES REIMBURSEMENT REQUIRE PROPER DOCUMENTATION		3.00	240.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

FEES SET BY COURT

TOTAL ~~240.00~~ 120.00

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

JUSTIFICATION FOR ADJUSTMENT AS PER ARTICLE 26.05 (4)(C)

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
7/30/2008	Attend arraignment hearing. Unable to pay. Past 4yr.	0.50	
8/5/2008	Met with ADA to review file.		0.50
8/5/2008	Met with defendant to discuss case.		0.50
11/19/2009	Prepared and filed motions.		1.00
12/8/2009	Attend final hearing. Case disposed.	0.50	

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV. 12/06)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05, CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

DEFENDANT NAME *(SHOW ONLY ONE DEFENDANT PER CLAIM)*

Stephanie Maya Witte

CASE NUMBER(S) *(LIST ALL CASES RELATED TO THIS CLAIM)*

CR-08-4761-B

☐ CHECK HERE IF APPEAL

COURT NUMBER

COUNTY COURT AT LAW # 2

FEE SCHEDULE

DESCRIPTION	RATE	HOURS	AMOUNT
OUT OF COURT	$70	1.00	70.00
IN COURT	$100	1.50	150.00
OTHER LEGAL SERVICES REIMBURSEMENT REQUIRE PROPER DOCUMENTATION		**2.50**	**220.00**

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

FEES SET BY COURT

TOTAL 220.00

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER : 50.00

JUSTIFICATION FOR ADJUSTMENT AS PER ARTICLE 26.05 (4)(C)

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
10/26/2007	Attend arraignment hearing.	0.50	
10/26/2007	Met with ADA to review file.		0.50
1/21/2008	Met with defendant to discuss case.		0.50
9/4/2008	Attend pre-trial hearing.	0.50	
8/11/2009	Attend final hearing. Case disposed.	0.50	

unable to pay. Past 4 yr. date of service

2008 rates $70 / in court $40 / out court

1 @ 70 = $70.00
1 @ 40 = $40.00
110.00

RECEIVED BY COUNTY AUDITOR
2012 DEC 19 PM 4 25

TOTAL HOURS 1.50 1.00

PERSONAL INFORMATION

VENDOR NUMBER **324019** TELEPHONE NUMBER **618-0115** BAR CARD NUMBER **24010990**

MAILING ADDRESS **Gonzalez Palacios, LLP 1317 E. Quebec Ave. McAllen, Texas 78503**

CERTIFICATION

I, **Ricardo Palacios**, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED PRESIDING JUDGE (SIGNATURE) THE DAY OF A.D., 20 12

FOR USE OF AUDITOR'S OFFICE ONLY

✓ APPROVED COUNTY AUDITOR

ENTERED

Account No. 1100.412.30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 03/08)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

DEFENDANT NAME *(SHOW ONLY ONE DEFENDANT PER CLAIM)*

Pablo Rodolfo Lutz

CASE NUMBER(S) *(LIST ALL CASES RELATED TO THIS CLAIM)*

CR-08-1342-E

COURT NUMBER

COUNTY COURT AT LAW # 5

FEE SCHEDULE

DESCRIPTION	RATE	HOURS	AMOUNT
OUT OF COURT	$40	1.00	40.00
IN COURT	$70	2.50	175.00
OTHER LEGAL SERVICES REIMBURSEMENT REQUIRE PROPER DOCUMENTATION		3.50	215.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

FEES SET BY COURT | TOTAL 215.00

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

JUSTIFICATION FOR ADJUSTMENT AS PER ARTICLE 26.05 (4)(C)

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
4/9/2008	Attend arraignment hearing.	1.50	
4/9/2008	Met with ADA to review file.		0.50
4/9/2008	Met with defendant to discuss case.		0.50
4/9/2008	Case disposed.	1.00	
	TOTAL HOURS	2.50	1.00

RECEIVED BY COUNTY AUDITOR
2012 DEC 19 PM 4 27

PERSONAL INFORMATION

VENDOR NUMBER **324019** | TELEPHONE NUMBER **956-618-0115** | BAR CARD NUMBER **24010990**

MAILING ADDRESS **Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503**

CERTIFICATION

I, **Ricardo Palacios**, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED: PRESIDING JUDGE (SIGNATURE)

THE 10 DAY OF Dec A.D., 2012

FOR USE OF AUDITOR'S OFFICE ONLY

✓ APPROVED . COUNTY AUDITOR

Account No 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY TEXAS
(REV 12/08)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

DEFENDANT NAME *(SHOW ONLY ONE DEFENDANT PER CLAIM)*

Michelle Lee Zamora

CASE NUMBER(S) *(LIST ALL CASES RELATED TO THIS CLAIM)*

CR-08-10134-G

☐ CHECK HERE IF APPEAL

COURT NUMBER

COUNTY COURT AT LAW # 7

FEE SCHEDULE

DESCRIPTION	RATE	HOURS	AMOUNT
OUT OF COURT	$70	1.00	70.00
IN COURT	$100 ~~.75~~	1.25 ~~1.50~~	125.00
OTHER LEGAL SERVICES REIMBURSEMENT REQUIRE PROPER DOCUMENTATION		2.25	195.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

FEES SET BY COURT 250.00 — TOTAL ~~195.00~~

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER: 75.00

JUSTIFICATION FOR ADJUSTMENT AS PER ARTICLE 26.05 (4)(C)

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
11/12/2008	Attend arraignment hearing. Unable to pay - past 4 yr. statute	0.50	
11/12/2008	Met with ADA to review file.		0.50
11/12/2008	Met with defendant to discuss case.		0.50
11/23/2011	Transfer to County Court at Law #7.		
12/2/2011	Attend final hearing. Case disposed.	0.75	
		TOTAL HOURS ~~1.25~~	~~1.00~~

2008 rates $70/in court $40 out/court

.50 @ 70.00 = 35.00
1.0 @ 40.00 = 40.00
75.00

RECEIVED BY COUNTY AUDITOR
2012 DEC 19 PM 4 23

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E. Quebec Ave. McAllen, Texas 78503

CERTIFICATION

I, Ricardo Palacios, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED

PRESIDING JUDGE (SIGNATURE) THE DAY OF A.D., 20

FOR USE OF AUDITOR'S OFFICE ONLY

✓ APPROVED COUNTY AUDITOR

Account No. 1100 412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 03/03)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

DEFENDANT NAME *(SHOW ONLY ONE DEFENDANT PER CLAIM)*

Martin Borjes Espinoza, Jr.

CASE NUMBER(S) *(LIST ALL CASES RELATED TO THIS CLAIM)*

CR-08-3158-E

COURT NUMBER

COUNTY COURT AT LAW # 5

FEE SCHEDULE

DESCRIPTION	RATE	HOURS	AMOUNT
OUT OF COURT	$40		
IN COURT	$70	3	$210.00

OTHER LEGAL SERVICES REIMBURSEMENT REQUIRE PROPER DOCUMENTATION

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

FEES SET BY COURT

TOTAL $210.00

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER :

JUSTIFICATION FOR ADJUSTMENT AS PER ARTICLE 26.05 (4)(C)

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
6.4.08	Attend JDI/ ASC hearing, met w/ ADA to review file, met w/ defendant to discuss case, case disposed	3	

RECEIVED BY COUNTY AUDITOR
2012 DEC 19 PM 4 27

TOTAL HOURS 3

PERSONAL INFORMATION

VENDOR NUMBER **324019** TELEPHONE NUMBER **956-618-0115** BAR CARD NUMBER **24010990**

MAILING ADDRESS **Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503**

CERTIFICATION

I, **Ricardo Palacios**, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED PRESIDING JUDGE (SIGNATURE) THE 10 DAY OF Dec. A.D. 2012

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED , COUNTY AUDITOR

ENTERED

Account No. 1100-412-30-115-016-0-333

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

MEMORANDUM

DATE: December 12, 2012

TO: Honorable Israel Ramon, Jr.
430th District Court

FROM: Ray Eufracio, CPA,
Hidalgo County Auditor

REFERENCE: Discrepancy for Attorney Ricardo Palacios
Cause# CR-3453-08-J & CR-4364-08-J

The attached attorney voucher(s) is/are being returned because of the reason(s) indicated below. Payment(s) of this voucher(s) will be made as soon as possible after corrective action has been taken and the corrected and proper documentation has been submitted/resubmitted with sufficient time to examine and approve before the next scheduled meeting of the Hidalgo County Commissioners Court.

[ ] Needs approval of presiding judge as required by Hidalgo County Local Rules on Indigent Defense 8.02 and Article 26.05(c) of the Texas Code of Criminal Procedures

[ ] Needs reason(s) for adjustments to total amount requested, as required by Hidalgo County Local Rules on Indigent Defense 8.02(b) and Article 26.05(c) of the Texas Code of Criminal Procedures. When choosing "other" the judge must provide an explanation.

[X] Other (see explanation below)
The attorneys have up to four years from the date of service to bill the county. We are unable to pay the attached vouchers because they are past the four year mark.

Should you have any questions on this matter, please call Ms. Peggy Kilgore-Young, Accounts Payable Specialist I, at (956) 318-2511 ext. 4621, or Elizabeth Cano, Accounts Payable Supervisor, at ext. 4628.

ATTACHMENT

4/1/13 10:45am PaTsy

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.

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 03/08)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

DEFENDANT NAME *(SHOW ONLY ONE DEFENDANT PER CLAIM)*

Rene De Leon Hernandez

CASE NUMBER(S) *(LIST ALL CASES RELATED TO THIS CLAIM)*

CR-3453-08-J

COURT NUMBER

Choose a Court 430th

FEE SCHEDULE

DESCRIPTION	RATE	HOURS	AMOUNT
OUT OF COURT	$40	5.50	220.00
IN COURT	$70	4.00	280.00
OTHER LEGAL SERVICES REIMBURSEMENT REQUIRE PROPER DOCUMENTATION		9.50	500.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

FEES SET BY COURT [signature] 402 DG — TOTAL 500.00

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

JUSTIFICATION FOR ADJUSTMENT AS PER ARTICLE 26.05 (4)(C)

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
5/15/2008	Met with ADA to review file		0.50
5/20/2008	Met with defendant to discuss case.		1.00
9/18/2008	Prepared, drafted and filed motions		4.00
9/24/2008	Attend arraignment hearing	2.00	
10/9/2008	Attend final hearing. Case disposed	2.00	
	TOTAL HOURS	4.00	5.50

2012 DEC 17 PM 3

PERSONAL INFORMATION

VENDOR NUMBER **324019** TELEPHONE NUMBER **956-618-0115** BAR CARD NUMBER **24010990**

MAILING ADDRESS **Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503**

CERTIFICATION

I, **Ricardo Palacios**, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

POSTED

[signature]

ATTORNEY AT LAW (SIGNATURE)

APPROVED [signature] PRESIDING JUDGE (SIGNATURE)

THE 10th DAY OF December A.D., 2012

FOR USE OF AUDITOR'S OFFICE ONLY

✓ APPROVED , COUNTY AUDITOR

ENTERED

Account No 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 12/08)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

DEFENDANT NAME *(SHOW ONLY ONE DEFENDANT PER CLAIM)*

Jose Manuel Orta

CASE NUMBER(S) *(LIST ALL CASES RELATED TO THIS CLAIM)*

CR-4364-08-J

☐ CHECK HERE IF APPEAL

COURT NUMBER

430th DISTRICT COURT

FEE SCHEDULE

DESCRIPTION	RATE	HOURS	AMOUNT
OUT OF COURT	$70	1.00	70.00
IN COURT	$100	4.00	400.00
OTHER LEGAL SERVICES REIMBURSEMENT REQUIRE PROPER DOCUMENTATION		**5.00**	**470.00**

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

FEES SET BY COURT 400

TOTAL ~~470.00~~ 400

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

JUSTIFICATION FOR ADJUSTMENT AS PER ARTICLE 26.05 (4)(C)

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
11/10/2008	Attend arraignment hearing.	1.00	
11/10/2008	Met with ADA to review file.		0.50
11/10/2008	Met with defendant to discuss case.		0.50
1/8/2009	Attend pre-trial.	1.00	
1/12/2009	Attend final hearing. Case disposed.	2.00	
	TOTAL HOURS	4.00	1.00

PERSONAL INFORMATION

VENDOR NUMBER **324019** TELEPHONE NUMBER **618-0115** BAR CARD NUMBER **24010990**

MAILING ADDRESS **Gonzalez Palacios, LLP 1317 E. Quebec Ave. McAllen, Texas 78503**

CERTIFICATION

I, **Ricardo Palacios**, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

POSTED

ATTORNEY AT LAW (SIGNATURE)

APPROVED: PRESIDING JUDGE (SIGNATURE)

THE 20th DAY OF December A.D., 2012

FOR USE OF AUDITOR'S OFFICE ONLY

✓ APPROVED: , COUNTY AUDITOR

ENTERED

Account No. 1100-412-30-115-016-0-333

AI-36527 **Constables 9. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #2 (1100):
1. Approval to reset the salary to the following regular full-time position:

Slot No.	Position Title	Current Step	Reset Step
0002	Chief Deputy Constable I	S2	S5

2 . Approval of revised salary schedule.

BACKGROUND

The Law Enforcement Pay Plan was developed to compensate employees based on years of service. During the time this employee served as a Captain in the Sheriff's Office positions under the plan were moved four (4) steps during the following years:

2006-2007
2007-2008
2008-2009
2012-2013

Based on the date the pay plan was implemented, the employee's years of service and his movement within the LE Pay Plan in prior years, we find that the request to start employee at step 5 is reasonable.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding has not been identified.

Attachments

REVISED SALARY SCHEDULE
PAR
FISCAL NOTE

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Erika Zamora Started On: 01/17/2013

Final Approval Date: 01/18/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-421-00-292-001-0

AI - 36527

CONSTABLE PCT 2

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	CONSTABLE	$68,190.00	$11,810.00	$80,000.00	0	$0.00	$0.00	$80,000.00	$80,000.00	$0.00	$0.00	$2,400.00	$14,000.00	$0.00	$96,400.00
0002	113	APPROVAL TO RESET SALARY CHIEF DEPUTY CONSTABLE I STEP V ~~CHIEF DEPUTY CONSTABLE I STEP II~~	$48,279.00	$1,690.00	$49,969.00	0.03	$1,499.00	$0.00	$57,063.00 ~~$51,468.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0003	113	DEPUTY CONSTABLE STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$780.00	$0.00	$0.00	$0.00	$0.00	$41,290.00
0004	113	SR. DEPUTY CONSTABLE STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$0.00	$0.00	$0.00	$48,514.00
0005	113	DEPUTY CONSTABLE STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$41,710.00
0006	113	SR. DEPUTY CONSTABLE STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	DEPUTY CONSTABLE II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$41,710.00
0008	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0009	113	DEPUTY CONSTABLE I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$600.00	$0.00	$0.00	$39,740.00
0010	113	DEPUTY CONSTABLE I	$0.00	$38,000.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	DEPUTY CONSTABLE I	$0.00	$38,000.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$376,911.00	$98,040.00	$474,951.00		$11,848.57	$0.00	$492,395.00	$312,491.00	$1,560.00	$0.00	$5,400.00	$14,000.00	$0.00	$333,451.00

PERSONNEL ACTIONS PENDING CC APPROVAL

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Constable Pct. 2 (292-001) DATE: January 18, 2013

CURRENT POSITION TITLE: Chief Deputy Constable I / Step II CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: Chief Deputy Constable I/ Step V
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Resetting of Salary

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

POSITION SALARY REQUEST:

Salary Amount: $ 51,468.00 (Current Budgeted Salary) $ 57,063.00 (Proposed Budgeted Salary) $ (5,595.00) (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 [X] 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	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

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

See attached - Exhibit A

Exhibit A

Justification

The Law Enforcement Pay Plan was developed to compensate employees based on years of service. During the time this employee served as a Captain in the Sheriff's Office positions under the plan were moved four (4) steps during the following years:

2006-2007
2007-2008
2008-2009
2012-2013

Based on the date the pay plan was implemented, the employee's years of service and his movement within the LE Pay Plan in prior years, we find that the request to start employee at step 5 is reasonable.

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	01-18-13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO
2.	HUMAN RESOURCES DIRECTOR	1-18-13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, January 22, 2013**

Agenda Item: 36527

Summary of request/proposal:
CONSTABLE PCT 2 (1100):
Approval to reset the salary to the following regular full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CHIEF DEPUTY I STEP II TO CHIEF DEPUTY I STEP V	0002	113	51,468.00	57,063.00	5,595.00
				51,468.00	57,063.00	5,595.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-421-00-292-001-0-	113	CONSTABLE PCT 2-	REG F/T EMPLOYEES	$5,273.45
3-1100-421-00-292-001-0-	211	CONSTABLE PCT 2-	HEALTH INSURANCE	$0.00
3-1100-421-00-292-001-0-	212	CONSTABLE PCT 2-	LIFE INSURANCE	$0.00
3-1100-421-00-292-001-0-	220	CONSTABLE PCT 2-	FICA	$403.42
3-1100-421-00-292-001-0-	230	CONSTABLE PCT 2-	RETIREMENT	$544.22
3-1100-421-00-292-001-0-	250	CONSTABLE PCT 2-	UNEMPLOYMENT COMP	$26.37
3-1100-421-00-292-001-0-	260	CONSTABLE PCT 2-	WORKER'S COMP	$41.66
			2013 Budgetary Impact	$6,289.12

2014 Budgetary Impact: $6,672.60

Possible Funding Sources: UNIDENTIFIED

Comments:

AI-36522 **Constables 9. B.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: J.E. **Submitted By:** Joel Rivera, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Discussion, consideration, and approval for Hidalgo County Constable Pct. 4 continued participation in Texas 1033 Surplus Property Program.

BACKGROUND

It is the responsibility of the Constable Pct. 4 office (LEA) to maintain equipment and keep inventory of equipment acquired under the Texas 1033 Surplus Program, as per State guidelines from the TX DPS as well as federal guidelines from the Dept. of Defense (DoD).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

It is the responsibility of the Constable Pct. 4 office (LEA) to maintain equipment and keep inventory of equipment acquired under the Texas 1033 Surplus Program, as per State guidelines from the TX DPS as well as federal guidelines from the Dept. of Defense (DoD).

Attachments

1033 App

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 05:04 PM
Ivan Cantu	Ivan Cantu	01/18/2013 08:14 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Joel Rivera Started On: 01/17/2013 04:05 PM

Final Approval Date: 01/18/2013

AI-36243 **Constables 9. C.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: CONSTABLE EDDIE GUERRA **Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Requesting approval to process the following invoices as claims with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor	Invoice No.	Invoice Date	Invoice Amount
Video Sound & Lights	12-0399	9/7/2012	$149.00
Video Sound & Lights	12-0400	9/7/2012	$306.80
Video Sound & Lights	12-0413	9/28/2012	$84.78
Video Sound & Lights	12-0415	9/4/2012	$149.00
Video Sound & Lights	12-0440	10/12/2012	$61.90

BACKGROUND

PO #678460 was issued to cover expenditures.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-294-001-0-432

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

BUDGETARY IMPACT:
PO #678460 for Video Sound & Lights; funds available as of 1-10-13.

Attachments

12-0399
12-0400
12-0413
12-0415
12-0440

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/09/2013 03:54 PM
Ivan Cantu	Ivan Cantu	01/10/2013 09:39 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Nayla Munoz Started On: 01/09/2013 02:58 PM

Final Approval Date: 01/18/2013

VIDEO SOUND & LIGHTS

3716 S. US HWY. 281
EDINBURG, TX 78539
956-383-6855 956-380-1513

INVOICE

Date	Invoice #
9/7/2012	12-0399

Service Date	8/2/2012

Hidalgo County PCT 4 Constable
1212 S. 25th
Edinburg, TX 78539

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #
1062193	Chevy	DEFENDER			413

Quantity	Item Code	Description	Price Each	Amount
1	Misc.	Bracket Reverse Light Kill Switch	149.00	149.00

INVOICE RECEIVED BY: ON 9/28/12
GOODS/SERVICES RECEIVED BY: ON 9/28/12
APPROVAL BY:
2-1100-421-00-294-001-0-432

	Total	$149.00

VIDEO SOUND & LIGHTS

3716 S. US HWY. 281
EDINBURG, TX 78539
956-383-6855 956-380-1513

INVOICE

Date	Invoice #
9/7/2012	12-0400

Service Date	7/31/2012

Hidalgo County PCT 4 Constable
1212 S. 25th
Edinburg, TX 78539

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #
240583		Crown Vic			403

Quantity	Item Code	Description	Price Each	Amount
2	HCT	TECHNICIAN RATE. Repair Lgihtbar	29.90	59.80
1	Misc.	Whelen COrner LED Light	98.00	98.00
1	Misc.	Bracket & Reverse Light Kill Switch	149.00	149.00

INVOICE RECEIVED BY: [illegible] 9/28/12
GOODS/SERVICES RECEIVED BY: [illegible] 9/28/12
APPROVAL BY: [illegible]
2-1100-421-00-294-001-0-432

Total $306.80

VIDEO SOUND & LIGHTS

3716 S. US HWY. 281
EDINBURG, TX 78539

956-383-6855 956-380-1513

INVOICE

Date	Invoice #
9/28/2012	12-0413

Service Date	9/10/2012

Hidalgo County PCT 4 Constable
1212 S. 25th
Edinburg, TX 78539

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #
txd.903		Crown Vic			

Quantity	Item Code	Description	Price Each	Amount
2	HCT	TECHNICIAN RATE	29.90	59.80
1	CP-631	Switch	11.48	11.48
1	CP-604	Exterior Maxi Fuse Holder	13.50	13.50

INVOICE RECEIVED BY: [signature] ON 9/28/12
GOODS/SERVICES RECEIVED BY: [signature] ON 9/28/12
APPROVAL BY: [signature]
2-1100-421-00-294-001-0-432

Total $84.78

VIDEO SOUND & LIGHTS

3716 S. US HWY. 281
EDINBURG, TX 78539
956-383-6855 956-380-1513

INVOICE

Date	Invoice #
9/4/2012	12-0415

Service Date	8/3/2012

Hidalgo County PCT 4 Constable
1212 S. 25th
Edinburg, TX 78539

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #
1062145	Ford	F-150			411

Quantity	Item Code	Description	Price Each	Amount
1	Misc.	Bracket & Reverse Light Kill Switch	149.00	149.00

INVOICE RECEIVED BY:
ON 9/28/12
GOODS/SERVICES RECEIVED BY:
ON 9/28/12
APPROVAL BY:
2 -1100-421-00-294-001-0- 432

Total	$149.00

VIDEO SOUND & LIGHTS

3716 S. US HWY. 281
EDINBURG, TX 78539
956-383-6855 956-380-1513

INVOICE

Date	Invoice #
10/12/2012	12-0440

Service Date	10/11/2012

Hidalgo County PCT 4 Constable
1212 S. 25th
Edinburg, TX 78539

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #
1062193		tahoe			413

Quantity	Item Code	Description	Price Each	Amount
1	HCT	TECHNICIAN RAT. Repair spot light and replace handle	29.90	29.90
1	Misc.	Handle	32.00	32.00

INVOICE RECEIVED BY: [signature] ON 10/12/12
GOODS/SERVICES RECEIVED BY: [signature] ON 10/12/12
APPROVAL BY: [signature]
2 -1100-421-00-294-001-0-432

Total	$61.90

AI-36382 **Constables 9. D.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: J.E. **Submitted By:** Joel Rivera, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Requesting authorization for the County Judge to execute the FY 2012 Equitable Sharing Agreement and Certification Report for the Hidalgo County Constable Pct. 4., as required by the U.S. Department of Justice & the U.S. Department of the Treasury.

BACKGROUND

The annual reports are prerequisites as per federal guidelines. Reports are being submitted to the U.S. Department of Justice and U.S. Department of Treasury. The Hidalgo County Auditor's Office shall review said reports prior to submission

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Submission of report to federal agencies does not require funding; no fiscal impact to Co.

Attachments

2013 agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/14/2013 02:51 PM
Ivan Cantu	Ivan Cantu	01/17/2013 04:40 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Joel Rivera Started On: 01/14/2013 01:39 PM

Final Approval Date: 01/18/2013

OMB Number 1123-0011
Expires 7-31-2011

Equitable Sharing Agreement and Certification

◯ **Police Department** ◯ **Sheriff's Office** ◯ **Task Force (Complete Table A, page2)**
◯ **Prosecutor's Office** ◉ **Other (specify)** CONSTABLE'S OFFICE

Agency Name: HIDALGO COUNTY CONSTABLE PRECINCT 4

NCIC/ORI/Tracking Number: T X 1 0 8 6 0 0 0

Street Address: 2814 S. BUSINESS HIGHWAY 281

City: EDINBURG **State:** TX **Zip:** 78539

Contact: Title: Chief Deputy First: JOEL Last: RIVERA

Contact: Phone: 956-383-8560 E-mail: joel.rivera@co.hidalgo.tx.us

☒ Same as Contact **Preparer:** First: JOEL Last: RIVERA

Preparer: Phone: 956-383-8560 E-mail: joel.rivera@co.hidalgo.tx.us

Last Fiscal Year End: 12/31/2012 **Agency Current Fiscal Year Budget:** $1,079,389.36

◯ **New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$0.00	$0.00
2	Federal Sharing Funds Received	$0.00	$0.00
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	$0.00	$0.00
5	Interest Income Accrued — Non-Interest Bearing ◉ / Interest Bearing ◯	$0.00	$0.00
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$0.00	$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	$0.00	$0.00
8	Ending Balance (difference between line 7 and line 6)	$0.00	$0.00

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the *Justice Guide*	$0.00	$0.00
b	Total spent on overtime	$0.00	$0.00
c	Total spent on informants, "buy money," and rewards	$0.00	$0.00
d	Total spent on travel and training	$0.00	$0.00
e	Total spent on communications and computers	$0.00	$0.00
f	Total spent on weapons and protective gear	$0.00	$0.00
g	Total spent on electronic surveillance equipment	$0.00	$0.00
h	Total spent on buildings and improvements	$0.00	$0.00
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	**Total**	$0.00	$0.00
o	Did your agency receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H, page 3.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◯	
Treasury ◯	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head
See ¶ 2 on page

Signature: _____

Name: J.E. "EDDIE" GUERRA

Title: CONSTABLE

Date: _____

Governing Body Head
See ¶ 2 on page

Signature: _____

Name: RAMON GARCIA

Title: HIDALGO COUTNY JUDGE

Date: _____

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

joel.rivera@co.hidalgo.tx.us

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: E-mail the XML file to aca.submit@usdoj.gov
Step 4: Fax THIS *SIGNED* PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY
Entered by _____

Entered on _____

○ FY End: 12/31/2012

Date Printed: January 14, 2013 13:34

◉ NCIC: TX1086000 Agency: HIDALGO COUNTY CONSTABLE PRECINCT 4 Phone: 956-383-8560

○ State: TX Contact: JOEL RIVERA E-mail: joel.rivera@co.hidalgo.tx.us

AI-36448 **District Courts 10. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

370th District Court (1100):

1. Approval of salary adjustments for the following positions:

Slot No.	Position Title	2013 Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
0002	Court Coordinator	63,860.00	67,000.00	3,140.00
0003	Assistant Coordinator	61,800.00	65,000.00	3,200.00
0004	Bailiff	55,064.00	56,500.00	1,436.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

Funds available for salary increases from the decrease in budgeted salary from $87,406.00 to $79,630.00 for Court Reporter position, slot no. 0001. Refer to AI-35623 for Court Order.

Attachments

back up

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	01/16/2013 04:12 PM
Budget & Management	Obdett Calzada	01/16/2013 04:45 PM
Human Resources	Sylvia Rios	01/17/2013 11:48 AM
Budget & Management	Obdett Calzada	01/17/2013 01:59 PM
Rosalinda Cantu	Rosie Cantu	01/18/2013 09:04 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Erika Zamora Started On: 01/16/2013

Final Approval Date: 01/18/2013

ESTER CONTRERAS
DISTRICT COURT COORDINATOR

LISA M. KINSEL, CSR
OFFICIAL COURT REPORTER

ALICIA SALINAS
CRIMINAL CASE COORDINATOR

ROMEO RODRIGUEZ
COURT BAILIFF

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

November 15, 2012

TO: Sergio Cruz, Budge Officer

FROM: Hon. Noe Gonzalez
370th Judicial District Court

FIRST OF ALL, I AM NOT REQUESTING ADDITIONAL FUNDS FOR MY BUDGET.

A new year brings on new challenges and that has required that I reevaluate the skills and abilities of my employees. I have done that, and concluded, that in order to continue to effectively run my court, that responsibilities be assigned in a manner that allows for efficiency and effectiveness to be maximized. The redistribution or re-allocation of salaries is a reflection of the redistribution or reallocation of duties to my employees, in addition to the cost of living increase approved this coming year.

As additional duties my staff will be required to monitor as well as coordinate with several county administrative departments i.e. Auditors, Purchasing, and Budget Office as we implement the Office of the Governors'-Criminal Justice Division funded Re-Energize Program which will offer digital online credit recovery to juveniles. This project requires staff to deal with matters of procurement, budgeting, as well as communications and reports to the Criminal Justice Division.

All funds that are reflected in any of the increase in pay, that are above the cost of living increase, are merely redistribution of funds that were already budgeted for salaries.

IN CONCLUSION, THE REDISTRIBUTION OR THE REALLOCATION OF SALARY AMOUNTS IS BASED ON THE REDISTRIBUTION OR REALLOCATION OF DUTIES. I AM NOT REQUESTING ADDITIONAL FUNDS FOR MY BUDGET.

Attachment "A"

HIDALGO COUNTY
Personnel Adjustment Request Form

Received
DEC 06 2012
Human Resources

DEPARTMENT NAME/NUMBER: 370th DISTRICT COURT [007] **DATE:** November 15, 2012

CURRENT POSITION TITLE: COURT COORDINATOR **CURRENT SLOT. #:** 002

REQUESTED POSITION TITLE:
(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: @ as per Esther Contreras

Salary Amount: $ ~~62,000.00~~ 63,860.00 Current Budgeted Salary $ 67,000.00 Proposed Budgeted Salary $ ~~5,000.00~~ 3,140.00 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)

SEE ATTACHED EXHIBIT "A".

HIDALGO COUNTY BUDGET OFFICE

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)

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

Increase funded from decrease in Court Reporters salary

1.	NOE GONZALEZ DEPARTMENT HEAD	11-15-12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/14/2012 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/20/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

Received
DEC 06 2012
Human Resources

DEPARTMENT NAME/NUMBER: 370th DISTRICT COURT [007] **DATE:** November 15, 2012

CURRENT POSITION TITLE: ASSISTANT COORDINATOR **CURRENT SLOT. #:** 003

REQUESTED POSITION TITLE:
(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: eff as per Esther Contreras

Salary Amount: $ ~~60,000.00~~ 61,800.00 (Current Budgeted Salary) $ 65,000.00 (Proposed Budgeted Salary) $ ~~5,000.00~~ 3,200.00 (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:
Exempt ☐
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☑

DEC 10 AM 10:56
HIDALGO COUNTY BUDGET OFFICE

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

SEE ATTACHED EXHIBIT "A".

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)

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

Increase funded from decrease of Court Reporters salary

1.	NOE GONZALEZ DEPARTMENT HEAD	11-15-12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	[illegible] Cortez HUMAN RESOURCES DIRECTOR	12/14/2012 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/20/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Received
DEC 06 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 370th DISTRICT COURT [007] **DATE:** November 15, 2012

CURRENT POSITION TITLE: BAILIFF **CURRENT SLOT. #:** 004

REQUESTED POSITION TITLE:
(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: 88 as per Esther Contreras

Salary Amount: $ ~~53,460.00~~ 55,064.00 Current Budgeted Salary $ 56,500.00 Proposed Budgeted Salary $ ~~3,040.00~~ 1,436.00 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

RECEIVED DEC 12 2012 HIDALGO COUNTY BUDGET OFFICE

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)

SEE ATTACHED EXHIBIT "A".

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)

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

Increase funded from decrease of Court Reporters salary

1.	NOE GONZALEZ DEPARTMENT HEAD	11-15-12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/14/2012 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/20/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

ASSISTANT COUNTY COURT COORDINATOR

GRADE: 09

GENERAL DESCRIPTION

Employee performs court coordinator work. Responsible for processing files to be heard in the Courts within the County. Enters information to the system necessary for the generation of subpoenas, prepares felony subpoenas, pulls files for court, enters information to system to update witness lists and other areas, and communicates with Court(s) regarding the scheduling of cases. Employee interacts with County Clerks, IT, District Attorney, Defense Attorney, Bond Persons, Media, and Judges.

EXAMPLES OF WORK PERFORMED

Schedules hearings, conferences, and trials

Performs docket management

Acts as a liaison to other departments

Answers inquiries from attorneys about whether Orders are signed

Locating documents and files needed by other court employees

Coordinates the activities of the court staff

Conveying by fax or mail copies of all signed Orders to attorneys of record

Conducts research and maintains resources

Backup Court Coordinator at front desk during lunch, after hours and during absences

Ordering supplies for the court and monitoring supply budget

Clerking in court on all uncontested matters affecting decedent's estates

Participates in continuing professional education programs

Assists Judge in courtroom

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of related experience in a legal setting; and a graduation from a standard high school; Associates degree in paralegal studies preferred. Education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of general office equipment

Must be able to type 50 wpm

Must have working knowledge of personal computers, Microsoft Office, Hidalgo County On-Line, and all available probate screens

Must have office experience, computer experience and scheduling experience

Must be familiar with probate laws and the rules of civil procedure

Must have computer knowledge and computer capabilities

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
DISTRICT COURT

Court Coordinator

SUMMARY:
Under general direction of District Court Judge in performing administrative duties such as directly supervising Assistant Court Coordinator, Court Reporter and Bailiff and interviews, hires and trains employees. Also, plans, assigns and directs work; appraises performance; rewards and disciplines employees and addresses complaints and resolves problems.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- May schedules court hearings and prepare court orders;
- May attend daily court hearings and takes notes on each case;
- May makes daily docket entries (from court hearings) on court files;
- May arranges for substitute court reporters;
- May answers a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May makes arrangements for Judge to attend seminars such as registration for seminar and hotel and airline reservations;
- May acts as liaison between Judge and counsel;
- May take dictation and prepares correspondence to counsel;
- May review files and makes sure case is set for a hearing, trial, etc. (makes sure case is moving along smoothly);
- May interview, hire, fire, and train employees with Judge's approval
- May plan, assign and direct work;
- May appraises performance and rewards and disciplines employees;
- May address employees' complaints and resolves problems;
- May be responsible for assisting the jury system, requesting juries, including excusing juror when they are assigned to court;
- May arrange for substitute court reporter and bailiffs as required;
- May maintain awareness of new developments in court administration, nationally and locally and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- May administer and maintain the department's budget;
- May work closely with the Sheriff's Department with regard to jail list status and/or requesting inmates;
- May perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, transcribing, shorthand, typing, scheduling meetings, in-office filing, etc.);
- May keep the Judge's personal calendar up to date;

- May perform administrative work with regard to seminars for Judge and/or any other staff member and complying with deadlines;
- May supervise the purchasing requisition forms, authorize purchases, review time sheets, and keep personnel files of employees up to date;
- May answer a variety of questions from the public. Assists them directly when possible and/or refers them to another office, if appropriate;
- May supervise the inventory of supplies and equipment for the court;
- May schedule meetings with and for the Judge and any other task assigned by the Judge;
- When requested, may perform various tasks (Research-case law, Rules, assists with speeches for certain topics, etc.)
- Regular attendance
- Get along with co-workers

SUPERVISORY RESPONSIBILITIES:
Directly supervises Assistant Court Coordinator, Court Reporter and Bailiff. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High School Diploma or GED
- Three (3) years of administrative experience in the criminal justice or the legal system.
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- None

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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 finger, handle, or feel objects, tools, or controls; reach with hands and arms.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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 office equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- 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 department's safety regulations.

BAILIFF

GRADE: 11

GENERAL DESCRIPTION

Employee performs mid-level bailiff work. Works to provide security and safety in the courtrooms handles inmates, witnesses and clients. Employee provides general assistance to the judge and may make arrests when necessary.

EXAMPLES OF WORK PERFORMED

Opens courtroom and ensures readiness for court proceedings, directs parties to proper area

Provides schedule and procedural information to attorneys, jurors, and other

Secures courtroom at the end of the day

Provides security for the judge and staff

Maintains a secure courtroom

Maintains excellent public, staff and court relationships during course of business

Assists court in obtaining and providing services relating to jury activities

Checks and updates court dockets prior to scheduled docket dates

Performs some administrative duties such as answering telephones, picking up items from suppliers, and other clerical duties

May provide assistance to Judge by retrieving files, locating law books and related tasks

Confirms active warrants and makes arrests

Transports inmates from jail to court and return to jail after court appearance

Follows the Code of Judicial Conduct

May be interpreter in court

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard senior high school is required. Must have two (2) years law enforcement related experience. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Excellent communication skills

Must be able to be deputized

May be required to be trained in firearms and chemical spray

Peace Officer Certification through TCLEOSE

Must meet mandatory firearms qualifications and physical training

Knowledge of computers

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, January 22, 2013**

Agenda Item: 36448

Summary of request/proposal:
370TH DC (1100):
Approval of the following salary increases:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	COURT COORDINATOR	0002	113	63,860.00	67,000.00	3,140.00
1100	ASSISTANT COORDINATOR	0003	113	61,800.00	65,000.00	3,200.00
1100	BAILIFF	0004	113	55,064.00	56,500.00	1,436.00
				180,724.00	188,500.00	7,776.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-412-00-007-001-0-	113	370TH DC -	REG F/T EMPLOYEES	$7,329.10
3-1100-412-00-007-001-0-	211	370TH DC -	HEALTH INSURANCE	$0.00
3-1100-412-00-007-001-0-	212	370TH DC -	LIFE INSURANCE	$0.00
3-1100-412-00-007-001-0-	220	370TH DC -	FICA	$560.68
3-1100-412-00-007-001-0-	230	370TH DC -	RETIREMENT	$756.36
3-1100-412-00-007-001-0-	250	370TH DC -	UNEMPLOYMENT COMP	$36.65
3-1100-412-00-007-001-0-	260	370TH DC -	WORKER'S COMP	$3.66
			2013 Budgetary Impact	$8,686.45

2014 Budgetary Impact: $9,216.11

Possible Funding Sources: Funds available from the decrease in budgeted salary from $87,406.00 to $79,630.00 for Court Reporter Position, slot no. 0001. Refer to AI-35623 for Court Order

Comments:

Hidalgo Co. Budget Office

2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-007-001-0

AI - 36448

370TH DC

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER	$84,860.00	$0.00	$84,860.00	0.03	$2,545.80	($7,776.00)	$79,630.00	$79,310.00	$0.00	$0.00	$0.00	$0.00	$0.00	$79,310.00
0002	113	COURT COORDINATOR	$62,000.00	$0.00	$62,000.00	0.03	$1,860.00	$3,140.00 ~~$0.00~~	$67,000.00 ~~$63,860.00~~	$63,860.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$64,880.00
0003	113	ASST COORDINT	$60,000.00	$0.00	$60,000.00	0.03	$1,800.00	$3,200.00 ~~$0.00~~	$65,000.00 ~~$61,800.00~~	$61,800.00	$600.00	$6,000.00	$0.00	$0.00	$0.00	$68,400.00
0004	113	BAILIFF	$53,460.00	$0.00	$53,460.00	0.03	$1,603.80	$1,436.00 ~~$0.00~~	$56,500.00 ~~$55,064.00~~	$55,064.00	$420.00	$0.00	$0.00	$0.00	$0.00	$55,484.00
0005	111	DISTRICT JUDGE	$15,000.00	$0.00	$15,000.00	0	$0.00	$0.00	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$25,373.00
			$275,320.00	$0.00	$275,320.00		$7,809.60	$0.00	$283,130.00	$275,034.00	$2,040.00	$6,000.00	$0.00	$10,373.00	$0.00	$293,447.00

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

AI-36453 **District Courts 10. B.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

398th District Court - Judge Aida S. Flores:
Indigent Defense (1100):
1. Approval to reclassify the following full time position:

Slot	Emp#	Current Position Title	2013 Budgeted Salary	Proposed Position Title	Proposed Salary
0001	033871	Program Manager	62,646.00	Indigent Defense Director	70,000.00

2. Approval of revised salary schedule

BACKGROUND

Job audit, review and concurrence by committee members has not been performed as per Section 3.24 of the Civil Service Commission Rules

Effective Date: 1/28/13

Attachments

back up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Erika Zamora Started On: 01/16/2013

Final Approval Date: 01/18/2013

Esther A. Cortez
Human Resources Director

HUMAN RESOURCES DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Honorable Judge Aída Salinas Flores
Hidalgo County 398th District Court

FROM: Esther A. Cortez, Human Resources Director
Hidalgo County Human Resources Department

DATE: December 17, 2012

RE: ***PAR Form – Indigent Defense Director***

Judge Salinas Flores,

In response to the Personnel Adjustment Request Form submitted requesting the reclassification of the position of Indigent Defense Manager to Indigent Defense Director, as per Commissioners' Court, all requests for reclassifications will be considered after the first quarter of 2013.

Should you have any questions or require additional information, please do not hesitate to call me at 318-2660. Thank you.

EAC:sfr

COPY

HIDALGO COUNTY

FEB 14 2012 Human Resources

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Indigent Defense (009-003) **DATE:** 2/10/12

CURRENT POSITION TITLE: Indigent Defense Manager **CURRENT SLOT. #:** 0001

REQUESTED POSITION TITLE: Indigent Defense Director
(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: 62,646.00 as per Valde

Salary Amount: $ ~~60,821.00~~ Current Budgeted Salary $ 70,000.00 Proposed Budgeted Salary $ 7,354.00 ~~9,179.00~~ 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)

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)

Employee has additional duties: development and overseeing of Public Defenders Office, Video Magistration Project, Administration Project and assisting Probation Department with the development and overseeing of the Alternative Incarceration Program. Assisting Auditors with the Attorney Voucher process. Court differentiated case management.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Will require additional funding.

1. [signature] 2/13/12
   DEPARTMENT HEAD — DATE
   FUNDING AVAILABLE IN DEPT. BUDGET ☐ YES ☑ NO
2. Esther A. Cortez by Leyla Rios 09.06.12
   HUMAN RESOURCES DIRECTOR — DATE
   PERSONNEL PROCEDURES COMPLETED ☑ YES ☐ NO
3. [signature] 12/22/2012
   DEPARTMENT OF BUDGET & MANAGEMENT — DATE
   BUDGET PROCEDURES COMPLETED ☐ YES ☑ NO
4. COMMISSIONERS COURT APPROVAL — DATE

Indigent Defense Director

GRADE:

GENERAL DESCRIPTION

Responsible for ensuring the Indigent Defense Office provides a full range of services to indigent criminal defendants and District, County Courts. Directs and coordinates the day-to-day operations of the Indigent Defense/DCM Office. Development and overseeing of the public defenders case load, Video Magistration Project, Court Administration Project and the Alternative Incarceration Program. Assist the overseeing of the attorney voucher process. Development of the Court Differentiated Case Management. Utilizes subordinate managerial personnel. Provides advice and counsel to managerial personnel and to the staff as a whole. Is Responsible for all administrative, managerial and budgetary decisions. Develops and approves all policies and procedures utilized in the office.

EXAMPLES OF WORK PERFORMED

Directs and coordinates the overall day-to-day operations and ensures that policies and procedures are followed. Works with Attorneys and other county offices to develop manage and support the office

Supervises, evaluates, develops, and trains staff in all areas involved in the indigent defense office

Resolves disputes between Judges, court personnel, district attorneys, clients, general public, and in-office personnel

Determines appropriate action to be taken for unusual or extremely serious or complex situations

Consults and confers with subordinate managerial personnel in order to resolve problems; to integrate and to modify operational strategies, policies, and tactics; to formulate responses to changing internal and external environmental conditions; to develop and implement tactical plans and long range goals and objectives

Prepares and approves budgetary input and expenditures

Attends and coordinates management meetings, develops input on policies and procedures, and performs related operational management duties

Serves on various committees as a representative of the Indigent Defense office

Conducts presentations at conferences and seminars. Speaks before incarcerated persons, community, and social and citizens groups to improve and explain the Indigent Defense Program and its direction and scope

Authorizes any interaction with the press, presents information and answers questions by the press, and responds to the public or media's request for information

Registration, Certification, or Licensure

Employees must possess proof of a valid Texas Motor Vehicle operation license.

Must be able to be insured under the County's Insurance Carrier.

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

PROGRAM MANAGER

GRADE: 16

GENERAL DESCRIPTION

Performs routine (journey-level) administrative and supervisory program work; Work involves assisting in establishing program goals and objectives; Assisting in developing program guidelines, procedures, policies, rules, and regulations; Assisting in developing schedules, priorities, and standards for achieving program goals; and assisting in evaluating program activities; Supervises the work of others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees the work of assigned program staff

Prepares and reviews reports on the effectiveness of program activities

Confers with staff on program issues and problems

Assists in planning, implementing, coordinating, monitoring, and evaluating programs

Assists in the development of program guidelines, procedures, policies, rules, and regulations; and monitors compliance with policies and procedures

Assists in the preparation of program budget requests

Assists in the preparation of training and operational manuals, educational materials, and information programs

Assists in conducting special investigations, program analyses, and research studies

May provide training or technical assistance in a program area

Supervises the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years experience in the administration of a program relevant to assignment; Graduation from an accredited four-year college or university with major course work in a field relevant to assignment is generally preferred; Experience and education may be substituted for one another. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the principles and practices of public administration and management

Ability to establish goals and objectives, devise solutions to administrative problems, develop and evaluate administrative policies and procedures, 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
- 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
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-009-003-0

AI - 36453

INDIGENT DEFENSE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		INDIGENT DEFENSE DIRECTOR						7,354.00	70,000.00							
0001	113	~~PROGRAM MANAGER~~	$60,821.00	$0.00	$60,821.00	0.03	$1,824.63	~~$0.00~~	~~$62,646.00~~	$62,646.00	$1,260.00	$0.00	$0.00	$3,600.00	$0.00	$67,506.00
0002	113	COMPLIANCE MONITOR	$47,611.00	$0.00	$47,611.00	0.03	$1,428.33	$0.00	$49,039.00	$49,039.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$50,119.00
0003	113	SUPERVISOR	$37,024.00	$0.00	$37,024.00	0.03	$1,110.72	$0.00	$38,135.00	$38,135.00	$720.00	$0.00	$0.00	$0.00	$0.00	$38,855.00
0004	113	SYSTEMS INTEGRATOR	$40,171.00	$0.00	$40,171.00	0.03	$1,205.13	$0.00	$41,376.00	$41,376.00	$300.00	$0.00	$0.00	$0.00	$0.00	$41,676.00
0005	113	DCM COORDINATOR	$40,042.00	$0.00	$40,042.00	0.03	$1,201.26	$0.00	$41,243.00	$41,243.00	$420.00	$0.00	$0.00	$0.00	$0.00	$41,663.00
0006	113	COORDINATOR	$33,093.00	$0.00	$33,093.00	0.03	$992.79	$0.00	$34,086.00	$34,086.00	$300.00	$0.00	$0.00	$0.00	$0.00	$34,386.00
0007	113	COORDINATOR	$33,093.00	$0.00	$33,093.00	0.03	$992.79	$0.00	$34,086.00	$34,086.00	$420.00	$0.00	$0.00	$0.00	$0.00	$34,506.00
			$291,855.00	$0.00	$291,855.00		$8,755.65	$7,354.00	$307,965.00	$300,611.00	$4,500.00	$0.00	$0.00	$3,600.00	$0.00	$308,711.00

Approval to reclassify the above highlighted full time position, as reflected above
All personnel actions 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.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, January 22, 2013**

Agenda Item: 36453

Summary of request/proposal:
INDIGENT DEFENSE (1100):
Approval to reclassify the following full time position, as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	From PROGRAM MANAGER To INDIGENT DEFENSE DIRECTOR	0001	113	62,646.00	70,000.00	7,354.00
						0.00
						0.00
						0.00
						0.00
				62,646.00	70,000.00	7,354.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-412-00-009-003-0-	113	INDIGENT DEFENSE -	REG F/T EMPLOYEES	$6,931.36
3-1100-412-00-009-003-0-	211	INDIGENT DEFENSE -	HEALTH INSURANCE	$0.00
3-1100-412-00-009-003-0-	212	INDIGENT DEFENSE -	LIFE INSURANCE	$0.00
3-1100-412-00-009-003-0-	220	INDIGENT DEFENSE -	FICA	$530.25
3-1100-412-00-009-003-0-	230	INDIGENT DEFENSE -	RETIREMENT	$715.32
3-1100-412-00-009-003-0-	250	INDIGENT DEFENSE -	UNEMPLOYMENT COMP	$34.66
3-1100-412-00-009-003-0-	260	INDIGENT DEFENSE -	WORKER'S COMP	$3.47
			2013 Budgetary Impact	$8,215.06

2014 Budgetary Impact: $8,215.06

Possible Funding Sources: UNIDENTIFIED

Comments:

Hidalgo Co. Budget Office

2/3/2005

AI-36392 **Human Resources 11. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Civil Service (1100):
Requesting approval to process the following invoice as a claim with authority for the County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor.

Vendor	Invoice	Date	Amount	Purpose
Business Languages Inc.	121312	12/13/12	$200.00	Interpreter Services for Civil Service Hearing
			$200.00	**Total**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-50-190-001-0-339

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

BUDGETARY IMPACT:

Funds available as of 1-17-13

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 01:33 PM
Ivan Cantu	Ivan Cantu	01/17/2013 02:34 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Sylvia Rios Started On: 01/15/2013 10:41 AM

Final Approval Date: 01/18/2013

Business Languages inc.

201 E Quamasia Avenue 10B • McAllen TX 78504-2549 • Phone: (956) 686-3085 • e-mail: av1@usa.net
www.businesslanguages.info

RECEIVED
DEC 27 2012
HUMAN RESOURCES

Invoice

Hidalgo County Human Resources
Att.: Sylvia Rios, Executive Assistant
208 West Cano Street
Edinburg, Texas 78539
Via e-mail: sylvia.rios@co.hidalgo.tx.us

Our provider/vendor number for Hidalgo County is: 323861

December 18, 2012

Spanish interpretation at a hearing of the Civil Service Commission

Date: 12/13/12 – time: 5:30 PM – 7:00 PM = 1½ hours

Requested: *By e-mail 12-11-2012 by Sylvia Rios*

Location: Hidalgo County Human Resources
208 West Cano Street
Edinburg, Texas 78539

Quoted Rates: $100 per hour with a minimum charge of 2 hours
By Licensed Master Court Interpreter in Spanish,
Alfredo Vargas, Texas License # 918

2 hours (minimum) @ $100 = $200.°°

Total amount due on receipt: $200.°°

Ours is a personnel intensive business that requires timely payment for its affiliates.
Your prompt payment will allow us to render a quick and efficient service every time you need it.

IRS EIN: 56-2283825

Regulated by the Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711
1-800-803-9202 or 512-463-6599

AI-36450 **County Clerk 12. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Clerks (1100):
1. Approval of the following salary adjustments:

Slot	Position Title	2013 Budgeted Salary	Proposed Salary	Increase
0031	Deputy County Clerk I	26,014.00	27,000.00	986.00
0034	Deputy County Clerk I	26,014.00	27,000.00	986.00
0035	Deputy County Clerk I	26,014.00	27,000.00	986.00
0037	Deputy County Clerk I	26,014.00	27,000.00	986.00
0040	Deputy County Clerk I	26,924.00	27,000.00	76.00
0044	Deputy County Clerk I	26,014.00	27,000.00	986.00
0045	Deputy County Clerk I	26,014.00	27,000.00	986.00
0047	Deputy County Clerk I	26,014.00	27,000.00	986.00
0051	Deputy County Clerk I	26,014.00	27,000.00	986.00
0052	Deputy County Clerk I	26,014.00	27,000.00	986.00
0054	Deputy County Clerk I	26,014.00	27,000.00	986.00
0057	Deputy County Clerk I	26,014.00	27,000.00	986.00
0061	Deputy County Clerk I	26,014.00	27,000.00	986.00
0072	Deputy County Clerk I	26,014.00	27,000.00	986.00
0073	Deputy County Clerk I	26,014.00	27,000.00	986.00
0074	Deputy County Clerk I	26,014.00	27,000.00	986.00
0075	Deputy County Clerk I	26,014.00	27,000.00	986.00

2. Approval of revised salary schedule

County Clerk Record Archive (1100):
1. Approval of the following salary adjustments:

Slot	Position Title	2013 Budgeted Salary	Proposed Salary	Increase
0002	Deputy County Clerk I	26,014.00	27,000.00	986.00
0005	Deputy County Clerk I	26,014.00	27,000.00	986.00
0006	Deputy County Clerk I	26,014.00	27,000.00	986.00

0008	Deputy County Clerk I	26,014.00	27,000.00	986.00
0009	Deputy County Clerk I	26,014.00	27,000.00	986.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding has not been identified.

Attachments

Co Clerk PAR's

Record Archive PAR's

BACK UP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Erika Zamora Started On: 01/16/2013

Final Approval Date: 01/18/2013

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 17 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk's Office -180 – 001 **DATE:** 1/16/2013

CURRENT POSITION TITLE: Deputy County Clerk I **CURRENT SLOT. #:** 0031-0075

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 26,014.00 (Current Budgeted Salary) $ 27,000.00 (Proposed Budgeted Salary) $ see attached position list (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)

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

As per approval by Commissioners' Court on 12/30/08.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1/16/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	01.17.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01.18.13 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Co. Clerks

Slot	Position Title	2013 Budgeted Salary	Proposed Salary	Increase
0031	Deputy County Clerk I	26,014.00	27,000.00	986.00
0034	Deputy County Clerk I	26,014.00	27,000.00	986.00
0035	Deputy County Clerk I	26,014.00	27,000.00	986.00
0037	Deputy County Clerk I	26,014.00	27,000.00	986.00
0040	Deputy County Clerk I	26,924.00	27,000.00	76.00
0044	Deputy County Clerk I	26,014.00	27,000.00	986.00
0045	Deputy County Clerk I	26,014.00	27,000.00	986.00
0047	Deputy County Clerk I	26,014.00	27,000.00	986.00
0051	Deputy County Clerk I	26,014.00	27,000.00	986.00
0052	Deputy County Clerk I	26,014.00	27,000.00	986.00
0054	Deputy County Clerk I	26,014.00	27,000.00	986.00
0057	Deputy County Clerk I	26,014.00	27,000.00	986.00
0061	Deputy County Clerk I	26,014.00	27,000.00	986.00
0072	Deputy County Clerk I	26,014.00	27,000.00	986.00
0073	Deputy County Clerk I	26,014.00	27,000.00	986.00
0074	Deputy County Clerk I	26,014.00	27,000.00	986.00
0075	Deputy County Clerk I	26,014.00	27,000.00	986.00

RECEIVED
JAN 17 2013
HUMAN RESOURCES

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Clerk / #180

DATE: 12/29/08

CURRENT POSITION TITLE: Deputy Clerk

CURRENT SLOT. #: 0034-0061

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
Deputy Clerk I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ varions - see fiscal note (Current Budgeted Salary) $ 27,000.00 (Proposed Budgeted Salary) $ See fiscal note (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)

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)

As requested by the County Clerk.

NEW JOB DESCRIPTION ATTACHED.

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	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/29/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

C. TXDot Fund (1315) - Pct. 1:
Approval of 2008 interdepartmental transfer for the TXDOT Fund (1315) from FM 493, program no. 043, to US 83 Illumination, program no. 031, in the amount of $1,000.00 to fund pending project expenditures.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

D. Tax Notes 2007:
Approval of 2008 appropriation of funds for Tax Notes 2007 (1302) in the amount of $300,000.00.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

E. Precinct #3 Parks:
Approval of 2008 appropriation of funds for Precinct #3 Parks (1213) in the amount of $257,500.00.

On motion of Commissioner Handy seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

F. County Clerk:
1. Approval to reclassify slot #'s 0034 thru 0061 from various salaries from Deputy Clerk to Deputly Clerk 1, new salary $27,000.00 each including the 2009 COLA as reviewed and recommended by the reclassification committee
2. Approval of revised salary schedule.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 & 2.

At this time the Court moved to item H.

G. District Attorney:
1.) **Approval of 2009 D.A.'s Office Revised General Fund Salary Schedule.**
2.) **Approval of 2009 D.A.'s Office Bad Checks Budget and Salary Schedule.**
3.) **Approval of 2009 D.A.'s Office Investigation Fund Budget and Salary Schedule.**
4.) **Approval of Revised 2008-2009 D.A.'s State Supplement Salary Schedule.**
5.) **Approval of 2008-2009 HIDTA Task Force - Asset Forfeiture Budget and Salary Schedule to include overtime pay.**
6.) **Approval of 2009 HIDTA Grant Revised Salary Schedule.**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 thru 6.

At this time the Court moved back to item #7.

AI-13093 **12. F.**
CC REGULAR
Meeting Date: 12/30/2008
Submitted For: Raul Silguero **Submitted By:** Dina Trevino, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION
County Clerk:
1. Approval to reclassify slot #'s 0034 thru 0061 from various salaries from Deputy Clerk to Deputly Clerk 1, new salary $27,000.00 each including the 2009 COLA as reviewed and recommended by the reclassification committee.
2. Approval of revised salary schedule.

BACKGROUND

Attachments

Job Description
PAR
Fiscal Note
Reclassification Form
salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Veronica Lopez	12/29/2008 02:55 PM
Ivan Cantu	Ivan Cantu	12/29/2008 04:30 PM
Auditor's Office	Linda Fong	12/31/2008 08:36 AM
Purchasing Department	Marty Salazar	12/31/2008 01:57 PM

Form Started By: Dina Trevino Started On: 12/24/2008 05:16 PM
Final Approval Date: 12/31/2008

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 17 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk's Office -180 -002 **DATE:** 1/16/2013

CURRENT POSITION TITLE: Deputy County Clerk I **CURRENT SLOT. #:** 002-009

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 26,014.00 (Current Budgeted Salary) $ 27,000.00 (Proposed Budgeted Salary) $ see attached position list (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)

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

As per approval by Commissioners' Court on 12/30/08.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1/16/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	Esther A. Ortiz-Ley Sylvia Rios HUMAN RESOURCES DIRECTOR	01.17.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01.18.13 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

County Clerk Record Archive (1100):

Slot	Position Title	2013 Budgeted Salary	Proposed Salary	Increase
0002	Deputy County Clerk I	26,014.00	27,000.00	986.00
0005	Deputy County Clerk I	26,014.00	27,000.00	986.00
0006	Deputy County Clerk I	26,014.00	27,000.00	986.00
0008	Deputy County Clerk I	26,014.00	27,000.00	986.00
0009	Deputy County Clerk I	26,014.00	27,000.00	986.00

COUNTY OF HIDALGO
ARTURO GUAJARDO, JR. – COUNTY CLERK

RECEIVED
DEC 18 2012
HUMAN RESOURCES

MEMORANDUM

TO: Esther Cortez, Human Resource Director

FROM: Annette C. Muniz, Chief Deputy

DATE: December 18, 2012

SUBJECT: Salary Correction

Mr. Guajardo is requesting that the attached be placed on Commissioners' Court Agenda for Friday, December 28, 2012.

Please be advised that I will be on vacation Dec. 26 & 27, however will be in on the 28th to attend this meeting. Please feel free contact me this week in the office, ext. 6105 or on my cell @ 330-3113.

P.O. Box 58 / 100 N. Closner, Edinburg, Texas, 78540
956.318.2100 ~ fax 956.318.2105
www.hidalgocountyclerk.us

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, January 22, 2013**

Agenda Item: 36450

Summary of request/proposal:
COUNTY CLERK - RECORD ARCHIVE (1100):
Approval of the following salary increases:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	DEPUTY COUNTY CLERK I	0002	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0005	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0006	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0008	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0009	113	26,014.00	27,000.00	986.00
				130,070.00	135,000.00	4,930.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-415-00-180-002-0-	113	COUNTY CLERK RECORD ARC REG F/T EMPLOYEES	$4,646.67
3-1100-415-00-180-002-0-	211	COUNTY CLERK RECORD ARC HEALTH INSURANCE	$0.00
3-1100-415-00-180-002-0-	212	COUNTY CLERK RECORD ARC LIFE INSURANCE	$0.00
3-1100-415-00-180-002-0-	220	COUNTY CLERK RECORD ARC FICA	$355.47
3-1100-415-00-180-002-0-	230	COUNTY CLERK RECORD ARC RETIREMENT	$479.54
3-1100-415-00-180-002-0-	250	COUNTY CLERK RECORD ARC UNEMPLOYMENT COMP	$23.23
3-1100-415-00-180-002-0-	260	COUNTY CLERK RECORD ARC WORKER'S COMP	$2.32
		2013 Budgetary Impact	$5,507.23

2014 Budgetary Impact: $5,843.05

Possible Funding Sources: UNIDENTIFIED

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, January 22, 2013**

Agenda Item: 36450

Summary of request/proposal:
COUNTY CLERK (1100):
Approval of the following salary increases:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	DEPUTY COUNTY CLERK I	0031	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0034	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0035	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0037	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0040	113	26,924.00	27,000.00	76.00
1100	DEPUTY COUNTY CLERK I	0044	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0045	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0047	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0051	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0052	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0054	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0057	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0061	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0072	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0073	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0074	113	26,014.00	27,000.00	986.00
1100	DEPUTY COUNTY CLERK I	0075	113	26,014.00	27,000.00	986.00
				443,148.00	459,000.00	15,852.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-415-40-180-001-0-	113	COUNTY CLERK -	REG F/T EMPLOYEES	$14,940.97
3-1100-415-40-180-001-0-	211	COUNTY CLERK -	HEALTH INSURANCE	$0.00
3-1100-415-40-180-001-0-	212	COUNTY CLERK -	LIFE INSURANCE	$0.00
3-1100-415-40-180-001-0-	220	COUNTY CLERK -	FICA	$1,142.98
3-1100-415-40-180-001-0-	230	COUNTY CLERK -	RETIREMENT	$1,541.91
3-1100-415-40-180-001-0-	250	COUNTY CLERK -	UNEMPLOYMENT COMP	$74.70
3-1100-415-40-180-001-0-	260	COUNTY CLERK -	WORKER'S COMP	$7.47
			2013 Budgetary Impact	$17,708.03

2014 Budgetary Impact: $18,787.80

Possible Funding Sources: UNIDENTIFIED

Comments:

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-415-40-180-002-0-

AI - 36450

CO CLERK - RECORD ARCHIVE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,835.00
0002	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0005	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$24,713.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,713.00
0006	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$24,713.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,713.00
0007	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,835.00
0008	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0009	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0010	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,835.00
0011	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,835.00
0012	114	ASSISTANT DEPUTY COUNTY CLERK	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$21,187.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,187.00
0013	114	ASSISTANT DEPUTY COUNTY CLERK	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0014	114	ASSISTANT DEPUTY COUNTY CLERK	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$21,187.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,187.00
T016	121	ASSISTANT DEPUTY COUNTY CLERK	$0.00	$20,800.00	$20,800.00	0	$0.00	$0.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$300,093.00	$20,800.00	$320,893.00		$9,002.79	$4,930.00	$334,829.00	$303,485.00	$0.00	$0.00	$0.00	$0.00	$0.00	$303,485.00

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

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-415-40-180-001-0-

CO CLERK

AI - 36450

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY CLERK	$87,360.00	$10,140.00	$97,500.00	0	$0.00	$0.00	$97,500.00	$97,500.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$105,500.00
0002	113	CHIEF DEPUTY II	$74,182.00	$0.00	$74,182.00	0.03	$2,225.46	$0.00	$76,407.00	$76,407.00	$720.00	$0.00	$0.00	$0.00	$0.00	$77,127.00
0003	113	OFFICE MANAGER	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$65,507.00	$300.00	$0.00	$0.00	$0.00	$0.00	$65,807.00
0004	113	COURTS MANAGER	$50,019.00	$0.00	$50,019.00	0.03	$1,500.57	$0.00	$51,520.00	$51,520.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$53,380.00
0005	113	INTERNAL AUDITOR III	$50,019.00	$535.00	$50,554.00	0.03	$1,516.62	$0.00	$52,071.00	$52,071.00	$900.00	$0.00	$0.00	$0.00	$0.00	$52,971.00
0006	113	COLLECTIONS SUPERVISOR	$46,747.00	$0.00	$46,747.00	0.03	$1,402.41	$0.00	$48,149.00	$48,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48,149.00
0008	113	ADMINISTRATIVE ASSISTANT III	$31,815.00	$0.00	$31,815.00	0.03	$954.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0009	113	EXECUTIVE ASSISTANT I	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	DEPUTY COUNTY CLERK III	$37,969.00	$0.00	$37,969.00	0.03	$1,139.07	$0.00	$39,108.00	$39,108.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$41,028.00
0012	113	DEPUTY COUNTY CLERK II	$34,613.00	$0.00	$34,613.00	0.03	$1,038.39	$0.00	$35,651.00	$35,651.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,071.00
0013	113	DEPUTY COUNTY CLERK II	$34,613.00	$0.00	$34,613.00	0.03	$1,038.39	$0.00	$35,651.00	$35,651.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$36,671.00
0014	113	DEPUTY COUNTY CLERK II	$34,613.00	$358.00	$34,971.00	0.03	$1,049.13	$0.00	$36,020.00	$36,020.00	$780.00	$0.00	$0.00	$0.00	$0.00	$36,800.00
0015	113	DEPUTY COUNTY CLERK III	$34,360.00	$388.00	$34,748.00	0.03	$1,042.44	$0.00	$35,790.00	$35,790.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$37,170.00
0016	113	DEPUTY COUNTY CLERK II	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$840.00	$0.00	$0.00	$0.00	$0.00	$31,182.00
0017	113	DEPUTY COUNTY CLERK II	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$540.00	$0.00	$0.00	$0.00	$0.00	$31,944.00
0019	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$600.00	$0.00	$0.00	$0.00	$0.00	$32,004.00
0020	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,704.00
0021	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$660.00	$0.00	$0.00	$0.00	$0.00	$32,064.00
0022	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$780.00	$0.00	$0.00	$0.00	$0.00	$32,184.00
0023	113	COLLECTIONS ENFORCEMENT OFFICI	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0024	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,704.00
0025	113	DEPUTY COUNTY CLERK I	$28,792.00	$220.00	$29,012.00	0.03	$870.36	$0.00	$29,882.00	$29,882.00	$600.00	$0.00	$0.00	$0.00	$0.00	$30,482.00
0027	113	DEPUTY COUNTY CLERK I	$27,908.00	$92.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0028	113	DEPUTY COUNTY CLERK I	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$28,745.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,165.00
0029	113	DEPUTY COUNTY CLERK I	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$28,745.00	$780.00	$0.00	$0.00	$0.00	$0.00	$29,525.00
0030	113	DEPUTY COUNTY CLERK I	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$28,745.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,345.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-415-40-180-001-0-

CO CLERK

AI - 36450

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0031	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$24,713.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,713.00
0032	113	DEPUTY COUNTY CLERK I	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,745.00
0033	113	DEPUTY COUNTY CLERK I	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$28,745.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,345.00
0034	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0035	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$24,713.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,713.00
0036	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,315.00
0037	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0038	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$780.00	$0.00	$0.00	$0.00	$0.00	$28,615.00
0039	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,195.00
0040	113	DEPUTY COUNTY CLERK I	$26,140.00	$0.00	$26,140.00	0.03	$784.20	$986.00 ~~$0.00~~	$27,000.00 ~~$26,924.00~~	$26,924.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,924.00
0041	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,835.00
0042	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,135.00
0043	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,835.00
0044	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0045	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0046	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,835.00
0047	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0048	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,255.00
0049	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,255.00
0050	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,195.00
0051	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0052	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-415-40-180-001-0-

AI - 36450

CO CLERK

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0053	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,255.00
0054	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$24,713.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,713.00
0055	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,135.00
0056	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,135.00
0057	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0058	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,835.00
0059	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,195.00
0060	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,835.00
0061	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0062	114	ASSISTANT DEPUTY COUNTY CLERK	$23,169.00	$0.00	$23,169.00	0.03	$695.07	$0.00	$23,864.00	$23,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,864.00
0063	114	ASSISTANT DEPUTY COUNTY CLERK	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$21,187.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,187.00
0064	114	ASSISTANT DEPUTY COUNTY CLERK	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0068	113	COLLECTIONS ANALYST	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$420.00	$0.00	$0.00	$0.00	$0.00	$46,563.00
0069	113	COLLECTIONS ENFORCEMENT OFFICI	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0070	113	ADMINISTRATIVE ASSISTANT IV	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0071	113	COLLECTIONS ENFORCEMENT OFFICI	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0072	113	DEPUTY COUNTY CLERK I	$0.00	$25,256.00	$25,256.00	0.03	$758.00	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0073	113	DEPUTY COUNTY CLERK I	$0.00	$25,256.00	$25,256.00	0.03	$758.00	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0074	113	DEPUTY COUNTY CLERK I	$0.00	$26,014.00	$26,014.00	0	$0.00	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	DEPUTY COUNTY CLERK I	$0.00	$26,014.00	$26,014.00	0	$0.00	$986.00 ~~$0.00~~	$27,000.00 ~~$26,014.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$2,057,461.00	$114,273.00	$2,171,734.00		$60,666.37	$16,762.00	$2,248,261.00	$2,101,920.00	$21,240.00	$0.00	$0.00	$8,000.00	$0.00	$2,131,160.00

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

AI-36429 **13. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval of partial payment for invoice # 9431 in the amount of $520.00 (hanlon recharge for fire extinguisher).

BACKGROUND

Hidalgo County Sheriff's Office requested inspection of fire extinguishers with P.O. # 683924 under contract # E-11-307-11-22. It was determined that an item was required which is not under contract (#10 hanlon recharge).
Total invoice amount is $2,228.00 County Auditor's Office will process payment of $1,708.00.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

PO# 683924 available balance as of 1-18-13 $2,818.00 (2,818-1,708 in process = 1,110)

2013 (3-1100...) account balance as of 1-18-13 $57,159.25

Attachments

ARB Fire Protection Invoice

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/16/2013 10:32 AM
Budget & Management	Obdett Calzada	01/16/2013 11:17 AM
Manuel Chapa	Manuel Chapa	01/18/2013 09:52 AM
Auditor's Office	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Virginia Rodriguez Started On: 01/16/2013 09:36 AM

Final Approval Date: 01/18/2013

A R B Fire Protection

P.O. Box 168
Stamford, Texas 79553
Fire Extinguishers & Kitchen Systems
Sales & Service
PHONE: 214-364-0704

INVOICE

009431

Ship To: H.C. Adult Detention Center
711 EL Cibolo Road
Edinburg, Texas 78539

Bill To: MR. Moncivias Sgt.
956-381-7980

Phone: 956-393-6024

Fax #: Vendor #365432

Salesman	Annual / New Account / Call / Semi Annual	Customer P.O.	Terms: Cash / Check / Charge / Other	Date:
MJ	✓ Annual	683924	✓ Charge	11-20-12

QTY.	DESCRIPTION	UNIT	EXTENSION
3	**WATER PRESSURE K-CLASS** New / Used / ~~Inspection~~ / Recharge (Charge Thank You)	4.00	12.00
	CARBON DIOXIDE (CO2)		
1	5 lb. New / Used / ~~Inspection~~ / Recharge	4.00	4.00
18	10 lb. . New / Used / ~~Inspection~~ / Recharge	4.00	72.00
	HYDRO – TEST (Required every 5 years by State Law)		
	ABC, BC, & PURPLE K DRY CHEMICAL		
2	2-1/2 lb. ABC New / Used / ~~Inspection~~ / Recharge	4.00	8.00
	2-1/2 lb. New / Used / Inspection / Recharge		
40	5 lb. ABC New / Used / ~~Inspection~~ / Recharge	4.00	160.00
9	5 lb. ABC New / Used / Inspection / ~~Recharge~~	9.00	81.00
126	10 lb. ABC New / Used / ~~Inspection~~ / Recharge	4.00	504.00
16	10 lb. ABC New / Used / Inspection / ~~Recharge~~	12.00	192.00
	20 lb. New / Used / Inspection / Recharge		
	20 lb. New / Used / Inspection / Recharge		
6	6 Year Maintenance	2.00	12.00
19	HYDRO – TEST (Required every 12 years by State Law)	14.00	266.00
19	DOT Labels for CO2's	1.00	19.00
	FIRE SUPPRESSION SYSTEM		
	Hydro Year: Make & model: New / Used / Inspection / Recharge		
17	Pull pins	.25	N/C
	PARTS USED		
	Fuse Links / Blow off Caps		
18	Hose staps. for 10Lb fire extinguishers.	5.00	90.00
	Miscellaneous Parts or Repairs		
21	100' Hose Inspections	4.00	84.00
1	5# Halon Inspection	4.00	4.00
8	10# Halon Recharge	65.00	520.00 ✓
15	195# gage replacements	5.00	75.00
25	Handel repas.	5.00	125.00
		SUB – TOTAL	2,228
		TAX exempt.	—
		TOTAL	2,228

Sales Agreement

SIGNATURE X

ALL NEW EQUIPMENT WILL BE C.O.D.
ALL CHARGES WILL BE NET 30 DAYS WITH 20% LATE FEE
FROM DATE OF INVOICE INCURRING ON 31ST DAY

Purchase Order

COUNTY OF HIDALGO

PO#: 683924

DATE: 11/15/12

VENDOR: 365432 REQ:00226165

Email:

Phone:(214)364-0704

BOGLE, RICK & ANNETTE
D/B/A ARB FIRE PROTECTION
P.O. BOX 168
STAMFORD TX 79553

Vendor Acct:

BUYER: VRODRIGUEZ
SHIP TO: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

CONTACT: Virginia Rodriguez (956)393-6023
SITE: HIDALGO COUNTY JAIL
Contract No: E-11-307-11-22

Special Instructions:

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		
		E-11-307-11-22		
1	LOT	CC INSPECTION OF FIRE EXTINGUISHERS PARTS AND LABOR INSPECTION: $4.00 RECHARGES DRY CHEMICAL (INCLUDES PULL PINS & O RINGS WHEN NEEDED. 2.5 LB DRY CHEMICAL $7.00 5 LB DRY CHEMICAL $9.00 19 LB DRY CHEMICAL $12.00 20 LB DRY CHEMICAL $20.00 5 LB CARBON DIOXIDE (C02) $13.00 10 LB CARBON DIOXIDE (CO2) $16.00 HYDRO TEST DRY CHEMICAL 20 & UNDER PLUS RECHARGE) HYDRO $14.00 RECHARGE. CARBON DIOXIDE (C02 UNDERPLUS RECHARGE) HYDRO $18.00 RECHARGE. WATER EXTINGUISHER & HYDRO $14.00 AMEREX & GENARAL ABC FIRE EXTINGUISHER PRICE LIST 5 LB DRY CHEMICAL AMEREX $30.00 BADGER $27.00 5 LB DRY CHEMICAL AMEREX $42.00 BADGER $34.00 10 LB DRY CHEMICAL AMEREX $62.00 BADGER $54.00 20 LB DRY CHEMICAL AMERX $105.00 BADGER $96.00 THESE ARE SAMPLE OF THE LIGHT FIXTURES THAT MAY REQUIRE SERVICE BUT NOT LIMITED TO THE FOLLOWING: CSR2 AC RED EXIT SIGN $32.00 BT655 120V.20W INTER. SEREW BUIB $2.00 BT6 145V $1.75 BT 120V $1.50	2,500.00	2,500.00

Authorized by: Marcus L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 683924

DATE: 11/15/12

VENDOR: 365432 REQ:00226165

Email:

Phone:(214)364-0704

BOGLE, RICK & ANNETTE
D/B/A ARB FIRE PROTECTION
P.O. BOX 168
STAMFORD TX 79553

Vendor Acct:

BUYER: VRODRIGUEZ
SHIP TO: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

CONTACT: Virginia Rodriguez (956)393-6023
SITE: HIDALGO COUNTY JAIL
Contract No: E-11-307-11-22

Special Instructions:

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
1	LOT	BPLT 120W COMPACT FLORESCENT $5.50 B914 4V 9W MINIATURE WEDGE $1.50 CC FOR PARTS THAT ARE NOT UNDER CONTRACT	1,000.00	1,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		3,500.00
		**********		
		For Hidalgo County use only 2-1100-423-21-280-002-0-432	3,500.00	
		Approved ----------		

Authorized by: Marcus L. Salazar

AI-36418 **Sheriff's Office 13. B.**

CC REGULAR

Meeting Date: 01/22/2013

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 #229419 for 33 Unlimited Data Access Air Card Connections for Modems ($37.99 each per month).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Amount available for requisition# 229419 as of 1-17-12 $15,044.04 for Sprint.

Attachments

33 DATA CARDS

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/16/2013 10:32 AM
Budget & Management	Obdett Calzada	01/16/2013 10:45 AM
Manuel Chapa	Manuel Chapa	01/17/2013 11:03 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Myra Montoya Started On: 01/16/2013 08:17 AM

Final Approval Date: 01/18/2013

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 OFF. DEPT #: 280

Quantity: 33

Service: $ 37.99 /mo (x) 12 months = 15,044.04 Account: 3-1100-421-00-280-001-0--532

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

Requisition Total: 15,044.04 **Requisition Number:** 229419

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

Signature | Rene Gonzalez, Commander | 01/16/2013

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

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 - 1008 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy 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 1780
Cage Code:	
DUNS #:	
Tax ID #:	
Doing Business As:	Sprint

Quote Date:	Jan 3 2013	Contract Vehicle being utilized: DIR SDD 1780		Control # :	120612MLS
Expiration Date:	Feb 3 2013	24 Month NO ETF		(YYMMDDConsecutive#Initials)	

Accessories - One Time Charge

Qty.	Model	Suggested Retail Price	Discount	Additional Promo	Unit Item Price	Extended Item Price
	Total					

Monthly Recurring Charges

Qty		Retail Pricing	Discount	Monthly Recurring After Discount	Extended Price
33	Unlimited Data Access	$49.99	$12.00	$37.99	$1,253.67
33	*Total*				$1,253.67

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

Sprint
together with NEXTEL

Sprint Proprietary Information

AI-36423 **Sheriff's Office 13. C.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Discussion, approval, and authorization for County Auditor to pay Invoice No. WIEC0028702 from Holt Cat for $1,483.81 as submitted by vendor.

BACKGROUND

Purchasing policies and procedures were followed in acquiring the purchase order. The County Auditor's Office is refusing to pay the invoice submitted due to non itemization of the costs on said invoice. Our office
requested an itemized invoice from vendor; to date, none has been submitted.

The vendor is the only one that can perform repair work on Holt generators. If invoice is not paid, vendor may refuse to perform future repair work.

This matter is being presented for Commissioners' Court consideration as recommended by the Department of Budget and Management.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

PO# 681105 available balance as of 1-17-13 $1,483.81

Attachments

Holt.backup

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/16/2013 10:32 AM
Budget & Management	Obdett Calzada	01/16/2013 10:56 AM
Manuel Chapa	Manuel Chapa	01/17/2013 10:17 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Emilia Uriegas Started On: 01/16/2013 08:56 AM

Final Approval Date: 01/18/2013

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:**	**12/28/2012**
TO:	**Virginia Rodriguez**	**DEPARTMENT:**	**(2802) HIDALGO COUNTY JAIL**
FROM:	**Jessica Ortega**	**PHONE:**	**(956)-318-2511 ext 4627**
REFERENCE:	**HOLT TEXAS, LTD, DBA HOLT CAT Invoice #WIEC0028702**		

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #WIEC0028702*** 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:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☑ **OTHER: Please have vendor provide time in and out to verify labor hours worked. Also there is mileage being charged. Please ask vendor from where to where is mileage. Also vendor must breakdown invoice like the quote. If you have any further questions, please feel free to call me.**
- ☐ **COMMENTS / RECOMMENDATION:**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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

HOLT POWER SYSTEMS CAT

000448 000050 008

Visit us on the web at www.holtcat.com

SOLD TO:

HIDALGO COUNTY SHERIFFS DEPT
PO BOX 1228
EDINBURG TX 78540-1228

SHIP TO:

HIDALGO COUNTY SHERIFFS DEPT
701 EL CIBOLO ROAD
EDINBURG, TX
FRANK DEHOYOS 956-381-7930

SERVICE INVOICE

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
WIEC0028702	10-11-12	0562450	681105	EC	E	012	2	1

PSO/WO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA	INVOICE SEQ. NO.
CE34474	09-24-12	10	10	10		6972972

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID NO.
AA	D334	092B03273		1.0	

QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION

THANK YOU FOR PARTNERING WITH HOLT. IF YOU HAVE QUESTIONS
REGARDING THIS INVOICE PLEASE CALL OUR
CORPUS CHRISTI SERVICE MANAGER AT (361) 698-5714
EACH OCTOBER, HOLT EMPLOYEES PARTICIPATE IN THE MS 150 ALAMO RIDE TO
THE RIVER. BREAK POINT VOLUNTEERS AND TEAM HOLT RIDERS DO THEIR
PART FOR THIS WORTHY CAUSE. FOR MORE INFORMATION
GO TO WWW.HTTP://WWW.MS150.ORG
OUR EXTENSIVE INVENTORY OF MORE THAN 1,200 USED MACHINES AND
GENERATORS CHANGES DAILY. THE COMPLETE LIST CAN BE
VIEWED AT HOLTCAT.COM

REPLACE FRONT MAIN OIL SEAL.

REPAIR GENERATOR

REPAIR PROCESS COMMENTS:
TRAVEL TO WESLACO TO PICK UP PARTS AND TOOLING TO
REPLACE FRONT MAIN SEAL. AND TRAVEL TO JOB SITE.
START TO REMOVE BELTS AND FRONT DAMPER AND
COUPLING PULLED OUT FRONT SEAL AND SLEEVE FROM
CRANK SHAFT CLEAN WARE THE SEAL SEATS. INSTALL
SLEEVE AND FRONT MAIN SEAL. INSTALL FRONT
COUPLING AND DAMPER. ADJUST BELTS FIRE UP UNIT
FOR 15 MIN SEE NO LEAKS UNIT TESTED OK..

F/R ALL 1483.81 *

SEGMENT R1 TOTAL 1483.81 T

RECEIVED BY COUNTY AUDITOR
2012 OCT 19 PM 2

Fuel service charges do not include Texas state motor fuel taxes.

* - NOT RETURNABLE

PLEASE REMIT TO:

HOLT CAT
P.O. BOX 911975
DALLAS, TEXAS 75391-1975

PAY THIS: AMOUNT	3	CONT'D
CREDIT AMOUNT		

A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED TO THE UNPAID IF NOT PAID WITHIN TERMS.

2054REMIT

HOLT POWER SYSTEMS CAT

000448 000050 008

Visit us on the web at www.holtcat.com

SOLD TO:

HIDALGO COUNTY SHERIFFS DEPT
PO BOX 1228
EDINBURG TX 78540-1228

SHIP TO:

HIDALGO COUNTY SHERIFFS DEPT
701 EL CIBOLO ROAD
EDINBURG, TX
FRANK DEHOYOS 956-381-7930

SERVICE INVOICE

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
WIEC0028702	10-11-12	0562450	681105	EC	E	012	2	2

PSO/WO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA	INVOICE SEQ. NO.
CE34474	09-24-12	10	10	10		6972972

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID NO.
AA	D334	092B03273		1.0	

QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION
			TAX EXEMPTION LICENSE EXO		

HOLT CAT OFFERS COMPLETE EMERGENCY STANDBY POWER SOLUTIONS IN BOTH DIESEL AND NATURAL GAS. OUR ENGINEERS WILL WORK WITH YOUR ARCHITECT AND ELECTRICAL CONTRACTOR

NET 30 DAYS

Fuel service charges do not include Texas state motor fuel taxes.

* - NOT RETURNABLE

PLEASE REMIT TO:

HOLT CAT
P.O. BOX 911975
DALLAS, TEXAS 75391-1975

PAY THIS: AMOUNT	1483.81
CREDIT AMOUNT	

A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED TO THE UNPAID IF NOT PAID WITHIN TERMS.

2034REMIT

HOLT POWER SYSTEMS CAT

000448 000050 008

Visit us on the web at www.holtcat.com

SOLD TO:

HIDALGO COUNTY SHERIFFS DEPT
PO BOX 1228
EDINBURG TX 78540-1228

SHIP TO:

HIDALGO COUNTY SHERIFFS DEPT
701 EL CIBOLO ROAD
EDINBURG, TX
FRANK DEHOYOS 956-381-7930

INVOICE NUMBER	INVOICE DATE	AMOUNT DUE
WIEC0028702	10-11-12	1483.81
	CREDIT AMOUNT	

P.O. #: 68110S
Invoice Received By:
V. Rodriguez on: 10-18-12
Good/Services Received By:
D. Casarez on: 10-02-12
2-1100-423-21-280-002-0_432

PLEASE DETACH AND RETURN THIS WITH YOUR STATEMENT

HOLT POWER SYSTEMS CAT

0562450

INVOICE NUMBER	INVOICE DATE	AMOUNT DUE
WIEC0028702	10-11-12	1483.81
	CREDIT AMOUNT	

PLEASE RETURN WITH REMITTANCE TO :

HOLT CAT
P.O. BOX 911975
DALLAS, TEXAS 75391-1975

SOLD TO: HIDALGO COUNTY SHERIFFS DEPT
PO BOX 1228
EDINBURG TX 78540-1228

SHIP TO: HIDALGO COUNTY SHERIFFS DEPT
701 EL CIBOLO ROAD
EDINBURG, TX
FRANK DEHOYOS 956-381-7930

RECEIVED BY COUNTY AUDITOR
2012 OCT 19 PM 2:39

2054REMIT

WIEC0028702

0562450

HOLT CAT

HIDALGO COUNTY SHERIFFS DEPT
PO BOX 1228
EDINBURG, 78540-1228

Quote

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	EMAIL
0562450	Daniel Casarez	956-381-7930		
QUOTE NO.	**P.O. NO.**	**DATE**	**WORK ORDER NO.**	
1231280		Aug 29, 2012		
MAKE	**MODEL**	**SERIAL NO.**	**UNIT NO.**	**HOURS**
AA	D334	092B03273		0

SEGMENT: 01 **SCOPE> Replace Front Main Oil Seal ..**

PRICE> Includes Parts, Labor, Travel And Freight ..

	Qty	Item No	Description	Unit/Disc Price	Ext Price
Parts					
	1	2S1509	SEAL	$30.71	$30.71
	1	3S7686	SLEEVE	$75.10	$75.10
				Total Parts	**$105.81**
Labor					
	8	LABOR	Labor. Regular Time	$107.00	$856.00
	2	LABOR	Labor. Overtime	$160.50	$321.00
				Total Labor	**$1,177.00**
Miscellaneous					
	1	FREIGHT	Shipping	$5.00	$5.00
	1	MISC	Misc	$12.00	$12.00
	1	FUEL	Surcharge	$5.00	$5.00
	1	TRAVEL	Labor	$107.00	$107.00
	1	TRAVEL	Mileage	$72.00	$72.00
				Total Miscellaneous	**$201.00**
				Segment 01 Total	**$1,483.81**
				TOTAL QUOTE	**$1,483.81**

QUOTE EXPIRES IN 30 DAYS
THESE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES

This Quote is based on HOLT CAT's initial inspection of the equipment to be repaired and is valid for 30 calendar days. This Quote does not include any additional labor, parts, machining, any freight charges or any applicable sales tax. If additional repairs are required, which may become evident after work has been initiated, an addendum to the work order will be provided to the customer listing additional charges for repairs and repair time frames. These repairs will not be performed until the Customer authorizes such repairs. Items replaced during non-warranty repairs will be held at your request for no longer than 30 calendar days after the work is completed.

Would you like your parts held? Yes_____ NO_____.

ESTIMATED REPAIR TIME: ***from start date***

"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, ***Authorized Name*** _____ ***Please Print***

Date ____ / ____ / _____.

Any questions? Please call Joe Washington at 361.698.5745. Fax Number 361-852-3237.

Signature

Emilia Uriegas

From: Emilia Uriegas [emilia.uriegas@hidalgoso.org]
Sent: Monday, January 14, 2013 3:25 PM
To: 'Karen Janecek'
Subject: RE: invoice information

Importance: High

Ms. Janecek:

As of today, I have not received the requested information.

Any help you can provide will be greatly appreciated.

Thank you,

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 E El Cibolo Road
Edinburg, Texas 78542

(956) 393-6028 Direct Line
(956) 393-6027 Fax Line
-----Original Message-----
From: Karen Janecek [mailto:Karen.Janecek@holtcat.com]
Sent: Tuesday, January 08, 2013 12:38 PM
To: Gabriel Fonseca
Cc: emilia.uriegas@hidalgoso.org
Subject: invoice information

Gabe,

Emilia with Hidalgo County Sheriffs Dept. needs a little more information on the attached invoice in order for it to be paid. She said their auditors require a time in and time out, verify labor hours, if there is a mileage charge they need to know from where they are being charged and the invoice needs a breakdown of everything. Her contact number is 956-393-6028.

Thanks,

Karen L. Janecek
PSD Service Coordinator
Holt Cat Power Systems
1319 S.P.I.D. Bldg. #2
Corpus Christi , TX 78416
office 361-698-5737
fax 361-852-3237
cell 361-946-5725
karen.janecek@holtcat.com

-----Original Message-----
From: notreply@HOLTCAT.COM [mailto:notreply@HOLTCAT.COM]
Sent: Tuesday, January 08, 2013 12:27 PM
To: Karen Janecek
Subject: Emailed Document WIEC0028702

Emailed document WIEC0028702

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

Customer Report

CATERPILLAR

Report Header Information					
Work Order	CE34474	**Dealer Code**	E143	**Manufacturer**	Caterpillar Inc.,
Employee ID	4503	**Service Date**	10/02/2012	**Model**	D334
Customer	HIDALGO COUNTY SHERIFFS DEPT	**Customer Equipment Number**		**Serial Number**	92B03273
SMU	1 Hours	**Equipment Location**	MOTOR POOL		
IN Date	10/02/2012	**Promise Date**	10/02/2012	**OUT Date**	10/02/2012
Instructions	REPLACE FRONT MAIN OIL SEAL.				

SIMS / Part Causing Failure											
Segment No	**Part Number**	**Part Name**	**Qty**	**SMCS**	**Desc.Code**		**Group Number Containing Part**	**Group Name**	**Durability Indicator**	**Product Inoperable?**	**CAT Item**
					Primary	**Secondary**					

Repair Background	
Segment No:	R1:
Customer Complaint	
Cause of Failure	
Resultant Damage	
Repair Process Comments	TRAVEL TO WESLACO TO PICK UP PARTS AND TOOLING TO REPLACE FRONT MAIN SEAL. AND TRAVEL TO JOB SITE. START TO REMOVE BELTS AND FRONT DAMPER AND COUPLING PULLED OUT FRONT SEAL AND SLEEVE FROM CRANK SHAFT CLEAN WARE THE SEAL SEATS. INSTALL SLEEVE AND FRONT MAIN SEAL. INSTALL FRONT COUPLING AND DAMPER. ADJUST BELTS FIRE UP UNIT FOR 15 MIN SEE NO LEAKS UNIT TESTED OK..

Segment No:	TS:
Customer Complaint	
Cause of Failure	
Resultant Damage	
Repair Process Comments	

Segment No:	TV:
Customer Complaint	
Cause of Failure	
Resultant Damage	
Repair Process Comments	

RECEIVED
OCT 19 2012
Hidalgo County
Motor Pool

Customer Signature		Technician Signature	J. VILLARREAL

Virginia Rodriguez

From: Virginia Rodriguez [virginia.rodriguez@hidalgoso.org]
Sent: Wednesday, November 07, 2012 8:52 AM
To: 'Jessica Ortega'
Subject: RE: INVOICE # WIEC0028702

Ok.

Thanks.

From: Jessica Ortega [mailto:jessica.ortega@auditor.co.hidalgo.tx.us]
Sent: Wednesday, November 07, 2012 8:48 AM
To: 'Virginia Rodriguez'
Subject: RE: INVOICE # WIEC0028702

Good morning Ms. Virginia,

Ms. Liz won't be back until next week. I will talk to her about this when she gets back and let you know.

Thanks,
Jessica

From: Virginia Rodriguez [mailto:virginia.rodriguez@hidalgoso.org]
Sent: Tuesday, November 06, 2012 3:00 PM
To: 'Jessica Ortega'
Subject: FW: INVOICE # WIEC0028702

Jessica,

This the respond I got from vendor can you please review it?

Thanks.

From: Gabriel Fonseca [mailto:Gabriel.Fonseca@holtcat.com]
Sent: Tuesday, November 06, 2012 1:39 PM
To: Virginia Rodriguez
Subject: RE: INVOICE # WIEC0028702

Virginia,

I am sorry but the quote is the breakdown we provide and the invoice is a flat rate reflecting the quote and cannot be broke down. That is why we breakdown the quote so the customer knows what is included in the repair.

From: Virginia Rodriguez [mailto:virginia.rodriguez@hidalgoso.org]
Sent: Tuesday, November 06, 2012 10:57 AM
To: Luis Sanchez
Subject: FW: INVOICE # WIEC0028702

Virginia Rodriguez

From: Virginia Rodriguez [virginia.rodriguez@hidalgoso.org]
Sent: Monday, November 05, 2012 9:06 AM
To: 'Jessica Ortega'
Subject: FW: INVOICE # WIEC0028702
Attachments: CE34474_INVOICE# WIEC0028702.pdf; QUOTE FOR HIDALGO 1231280_CE34474.pdf

Good morning,

I received this from vendor in reference to discrepancy; do you think is enough in order for you to pay invoice? Please let me know so I can return invoice to you.

Thanks.

From: Gabriel Fonseca [mailto:Gabriel.Fonseca@holtcat.com]
Sent: Friday, November 02, 2012 12:38 PM
To: Virginia Rodriguez
Cc: Orlando Perez; Luis Sanchez; Joe Washington
Subject: RE: INVOICE # WIEC0028702

Virginia,

Attached is the invoice and the quote breakdown for this job. If you have any questions or problems please feel free to call me at 361-698-5724 or email me. Thank You for choosing HoltCat.

From: Luis Sanchez
Sent: Friday, November 02, 2012 12:30 PM
To: Virginia Rodriguez
Cc: Orlando Perez; Gabriel Fonseca
Subject: RE: INVOICE # WIEC0028702

From: Virginia Rodriguez [mailto:virginia.rodriguez@hidalgoso.org]
Sent: Friday, November 02, 2012 11:38 AM
To: Luis Sanchez
Subject: RE: INVOICE # WIEC0028702

Good morning,

Can you please re sent invoice due to Auditor's Office wants for you to breakdown invoice?

Should you have any questions, please let me know.

Thanks.

From: Luis Sanchez [mailto:Luis.Sanchez@holtcat.com]
Sent: Thursday, October 18, 2012 11:15 AM
To: Virginia Rodriguez
Subject: RE: INVOICE REQUESTED.

Do you think you can create the invoice as you send me the quote with breakdown?

From: Jessica Ortega [mailto:jessica.ortega@auditor.co.hidalgo.tx.us]
Sent: Monday, November 05, 2012 9:36 AM
To: 'Virginia Rodriguez'
Subject: RE: INVOICE # WIEC0028702

I think they should bill like they have it on the quote. We need a breakdown of what they are billing and the quote has that.

Jessica

From: Virginia Rodriguez [mailto:virginia.rodriguez@hidalgoso.org]
Sent: Monday, November 05, 2012 9:06 AM
To: 'Jessica Ortega'
Subject: FW: INVOICE # WIEC0028702

Good morning,

I received this from vendor in reference to discrepancy; do you think is enough in order for you to pay invoice? Please let me know so I can return invoice to you.

Thanks.

From: Gabriel Fonseca [mailto:Gabriel.Fonseca@holtcat.com]
Sent: Friday, November 02, 2012 12:38 PM
To: Virginia Rodriguez
Cc: Orlando Perez; Luis Sanchez; Joe Washington
Subject: RE: INVOICE # WIEC0028702

Virginia,

Attached is the invoice and the quote breakdown for this job. If you have any questions or problems please feel free to call me at 361-698-5724 or email me. Thank You for choosing HoltCat.

From: Luis Sanchez
Sent: Friday, November 02, 2012 12:30 PM
To: Virginia Rodriguez
Cc: Orlando Perez; Gabriel Fonseca
Subject: RE: INVOICE # WIEC0028702

From: Virginia Rodriguez [mailto:virginia.rodriguez@hidalgoso.org]
Sent: Friday, November 02, 2012 11:38 AM
To: Luis Sanchez
Subject: RE: INVOICE # WIEC0028702

Good morning,

Can you please re sent invoice due to Auditor's Office wants for you to breakdown invoice?

Should you have any questions, please let me know.

Thanks.

From: Luis Sanchez [mailto:Luis.Sanchez@holtcat.com]
Sent: Thursday, October 18, 2012 11:15 AM
To: Virginia Rodriguez
Subject: RE: INVOICE REQUESTED.

Thank You



Luis Sanchez
1320 South 25th Ave.
Edinburg,Texas.78539
Office: (956)289-7600
Fax: (956)383-6819
Toll Free:(800)683-2285
luis.sanchez@holtcat.com

From: Virginia Rodriguez [mailto:virginia.rodriguez@hidalgoso.org]
Sent: Thursday, October 18, 2012 9:39 AM
To: Luis Sanchez
Subject: INVOICE REQUESTED.

Good morning,

Can you please sent me a invoice in reference to this packing slip?

Should you have any questions, please let me know.

Thanks.

Virginia Rodriguez
Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Rd
Edinburg, Texas 78541
Ph: 956-393-6023
Fax: 956-393-6027

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

Purchase Order

COUNTY OF HIDALGO

PO#: 681105

DATE: 09/17/12

VENDOR: 94366 REQ:00222765
FAX (361)854-3367 Email:
Phone:(800)275-4658
HOLT TEXAS, LTD. DBA HOLT CAT
P.O. BOX 911975
DALLAS TX 75391-1975

Vendor Acct:

BUYER: VRODRIGUEZ
SHIP TO: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

CONTACT: Virginia Rodriguez (956)393-6023
SITE: HIDALGO COUNTY JAIL

Special Instructions:

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	EACH	EX (FRONT ENGINE SEAL) SEAL ITEM # 2S1509 81548 ✓	30.71	30.71
1	EACH	EX (FRONT ENGINE SLEEVE) SLEEVE ITEM # 3S7686 81548	75.10	75.10
9	HRS	EX LABOR FOR TECH TO REPAIR AND REPLACE FRONT MAIN OIL SEAL 94164 TO THE MOTORPOOL GENERATOR	107.00	963.00
2	HRS	EX LABOR OVER TIME 94164	160.50	321.00
1	EACH	EX MISC. 07547	12.00	12.00
1	EACH	EX FUEL SURCHARGE 96379 ✓	5.00	5.00
1	EACH	EX MILEAGE 94164	72.00	72.00
1		OM FREIGHT 96286 ✓	5.00	5.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,483.81

****

For Hidalgo County use only

2-1100-423-21-280-002-0-432 1,483.81

Approved

2012 OCT 19 PM 2 33
COUNTY AUDITOR
RECEIVED BY

Authorized by: Martha L. Salazar (mls)

AI-36422 **Sheriff's Office 13. D.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval of payment for invoice #T493556 in the amount of $143.63 to CDW Government.

BACKGROUND

On November 2012 a Fusing Assembly Kit was purchased as an open market item utilizing P.O.#683762. However, the NIGP code (20772) utilized had already exceeded the limit of $50,000.00.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-601

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

BUDGETARY IMPACT:

PO# 683762 available balance as of 1-18-13 $143.63

Attachments

CDW

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/16/2013 10:32 AM
Budget & Management	Obdett Calzada	01/16/2013 10:54 AM
Manuel Chapa	Manuel Chapa	01/18/2013 09:28 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Myra Montoya Started On: 01/16/2013 08:48 AM

Final Approval Date: 01/18/2013

REMIT PAYMENT TO:

CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED

INVOICE

ACH INFORMATION:
THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
T493556	11/21/12	(1) 4108304
SUBTOTAL	**SHIPPING**	**SALES TAX**
$143.63	$0.00	$0.00
DUE DATE		**AMOUNT DUE**
12/21/12		**$143.63**

609 1 MB 0.404 E0214X I0315 D585871529 P1254698 0001:0002

HIDALGO COUNTY COMPUTER DEPARTMENT
ACCTS PAYABLE
PO BOX 207
EDINBURG TX 78540-0207

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515 (2) Sheriff's Dept

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
11/21/12	T493556	Net 30 Days	12/21/12
ORDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
11/14/12	UPS Ground	683762	4108304

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
1765156	RSP REFURB H-P-FUSING ASSMBLY-110V Manufacturer Part Number: RM1-6738-000CN	1	1	0	143.63	143.63

P.O. #: 683762
Invoice Received By: M. Montoya On: 12-21-12
Good/Services Received By: M. Montoya On: 11-28-12
2-1100-421-00-280-001-0-6001

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:		
JUAN CAMARGO 312-705-6272 juancam@cdwg.com	HIDALGO COUNTY SHERIFFS OFFICE MYRA MONTOYA 711 E EL CIBOLO RD EDINBURG TX 78542-0471	SUBTOTAL	$143.63
		SHIPPING	$0.00
		SALES TAX	$0.00
		AMOUNT DUE	$143.63
SALES ORDER NUMBER			
G124821			

5 AG

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

Purchase Order

COUNTY OF HIDALGO

PO#: 683762

DATE: 11/13/12

VENDOR: 153915 REQ:00226080

Email:

Phone:

CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Vendor Acct:

BUYER:

SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024

SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

Special Instructions:

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		
		OPEN MARKET		
1	EACH	OM ITEM#1765156, HP- FUSING ASSMBLY - 110V, MFG# RM1-6738-000CN 20772	143.63	143.63
		11-05-12		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		$234,490.13 Total		143.63
		**********		
		For Hidalgo County use only		
		2-1100-421-00-280-001-0-601 143.63		
		Approved		

Authorized by: Martha L. Salazar

AI-36254 **HIDTA - Task Force 15. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Authorization and approval for the Hidalgo County HIDTA Task Force Investigators to be paid for overtime-straight time worked for 2013.

BACKGROUND

The Hidalgo County Personnel Policy Manual stated that "Upon approval of the Governing Authority, wages for extra hours or overtime hours may be paid in cash and included in the employee's pay check for the work period in which the extra hours or overtime hours occurred or in the pay check following such work period"

As per availability of funds.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1252-412-00-270-012-0-131

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

BUDGETARY IMPACT:

Funds available as of 1/18/13 $70,000.00.

Attachments

HIDTA Overtime

Hidalgo County Personnel Policy Manuel-Overtime

DA's Option

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/15/2013 10:00 AM
Sylvia Solis	Erika Zamora	01/18/2013 11:27 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Nelda Olivarez Started On: 01/09/2013 04:05 PM

Final Approval Date: 01/18/2013

DATE December 18, 2012
DEPARTMENT HIDTA TASK FORCE
ACCOUNT **1252-412-00-270-012-0-xxx (US Treasury)**

SLOT NUMBER	EMPLOYEE NUMBER	POSITION	2011 BUDGETED OVERTIME	FRINGES BENEFIT COMPENSATION RATES			
				FICA 7.65%	Retirement 10.32%	Unemployment 0.50%	Unemployment 0.79%
G003	037524	Criminal Investigator I	7,000.00	535.50	722.40	35.00	55.30
G004	121193	Criminal Investigator II	7,000.00	535.50	722.40	35.00	55.30
G006	153818	Criminal Investigator II	7,000.00	535.50	722.40	35.00	55.30
G007	088994	Criminal Investigator II	7,000.00	535.50	722.40	35.00	55.30
G008	072192	Assistant Commander	7,000.00	535.50	722.40	35.00	55.30
G013	175145	Criminal Investigator II	7,000.00	535.50	722.40	35.00	55.30
G014	149098	Criminal Investigator III	7,000.00	535.50	722.40	35.00	55.30
G020	087319	Deputy Constable Step II	7,000.00	535.50	722.40	35.00	55.30
G021	017477	DA Criminal Investgator	7,000.00	535.50	722.40	35.00	55.30
G022	141917	DA Criminal Investgator	7,000.00	535.50	722.40	35.00	55.30
		TOTAL	**$ 70,000.00**	**$ 5,355.00**	**$ 7,224.00**	**$ 350.00**	**$ 553.00**

8.33 On separation from employment, an employee will be paid in a lump sum for accrued Annual Leave up to the maximum accumulation.

BEREAVEMENT LEAVE

8.34 Bereavement Leave, up to three (3) days, with pay, is available in the case of death of a member of an employee's immediate family. For purposes of this Section, "immediate family" means the employee's spouse, mother, father, brother, sister, and employee's children, foster children or legal wards, and includes the mother/father of the spouse, brother and/or sister of the spouse, employee's grandparents and grandchildren.

8.35 An employee on Leave Without Pay status or unpaid Family and Medical Leave is not eligible for Bereavement Leave.

8.36 Bereavement Leave is only granted for the time reasonably needed to attend the funeral of the deceased and to assist with the affairs of the deceased member's family.

COMPENSATORY LEAVE - FLSA COVERED EMPLOYEES

8.37 Compensatory Leave, on an hour for hour basis, for an FLSA covered employee is earned:

a. by law enforcement personnel who actually work in excess of 80 hours, but no more than 80 hours, in a fourteen (14) day work period; or

b. by any employee, including law enforcement personnel, when the total of hours actually worked is less than 40 hours for an employee who has a seven day work period or 80 hours for an employee who has a fourteen day work period, but the total of such hours actually worked, plus paid leave used, and official Holiday hours, exceeds 40 hours for an employee who has a seven day work period or 80 hours for an employee who has a fourteen day work period.

8.38 An FLSA covered employee earns Compensatory Leave for overtime hours worked when the employee physically works more than 40 hours if the employee has a seven (7) day work period or 80 hours if the employee has a fourteen (14) day work period. When this occurs, the employee is credited with time and one-half leave (converted overtime) for each hour of overtime.

8.39 Unless authorized by the Elected Official/Department Head, an FLSA covered employee is expected to avoid working extra hours or overtime hours. Failure to secure prior approval subjects an employee to disciplinary action.

8.40 An employee receives compensation for extra hours or overtime hours as follows:

Upon approval of the Governing Authority, wages for extra hours or overtime hours may be paid in cash and included in the employee's pay check for the work period in which the extra hours or overtime hours occurred or in the pay check following such work period. If no such approval is given, the employee is credited with Compensatory Leave as provided in this Chapter.

Nelda Olivarez

From: Roy Cazares <roy.cazares@da.co.hidalgo.tx.us>
Sent: Thursday, January 10, 2013 10:40 AM
To: Nelda Olivarez; 'Nelda Olivarez'
Subject: FW: Overtime Policy

Nelda,

According to Victor we need to go back to Commissioners' Court and get approval to pay straight overtime pay.

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: Victor M. Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Wednesday, January 09, 2013 4:37 PM
To: roy.cazares@da.co.hidalgo.tx.us
Subject: RE: Overtime Policy

Roy,

Based on my review of the policy, I believe payroll is correct. As to your example, because you only "physically" worked 32 hours you are only entitled to 8 out of 16 hours of overtime pay at time-and-a-half. When you include the 8 hours of sick leave in this equation you actually accumulated 56 hours (32 physically worked + 8 hours sick leave = 40 hours of regular pay + 16 hours of overtime). Since you did not "physically" work 40 hours of your regular schedule, your overtime is reduced by the number of "sick leave" hours taken. Therefore, only 8 hours are paid, the remaining 8 hours are banked as compensatory leave on an hour-for-hour basis. *See* Example No. 3 under Section 8.48

Sounds like Payroll is calling that hour-for-hour compensatory leave "overtime-straight time", because this type of compensatory time (when your don't physically work 40hours, and you have worked additional overtime hours) is earned hour-for-hour as opposed to a one and one-half time basis. HIDTA may seek approval from CC to be excluded from the new procedure, and include any and all overtime to be paid, rather than banked, but the procedure seems to be in compliance FLSA law; However, there may be another option under Section 8.44, wherein the Elected Official and or department head may request a cash payment for hour-for-hour / overtime-straight time, to the Governing Authority (i.e. Commissioners' Court).

Hope this information is helpful...let me know if you need anything else.

Thanks,

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney

AI-36529 **Urban County 16. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Brandy R. Salinas **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Surveying Services;

Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the Precinct No. 4, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-589-000-6887/ DRS 220068) Alberta Drain Project.

Professional Service Firm	Grade	Ranked
Dos Land Surveying, Inc.	96.66%	
Quintanilla, Headley & Assoc.	95%	
Sames, Inc.	91%	

2. Authority to negotiate a professional surveying service contract with the No. 1 ranked firm of for the provision of surveying services for an Urban County Program GLO Contract No. 12-589-000-6887/DRS 220068 Precinct No. 4, Alberta Drainage Improvements project located between Owassa Road and Alberta Road on Tower Road in Edinburg, Texas.

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: Dos Land Surveying, Inc, Quintanilla, Headley & Assoc. and Sames, Inc. for surveying services for the Alberta Drain Project located in Edinburg,

Attachments

Grading-Ranking Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/18/2013 10:35 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Mary Flores Started On: 01/18/2013 09:35 AM

Final Approval Date: 01/18/2013

Precinct No. 4
Professional Surveying Services
Alberta Drain Project
GLO Contract No. 12-589-000-6887/ DRS 220068
Grading-Ranking Grid

Criteria	Dos Land Survey			Quintanilla, Headley & Assoc.			SAMES, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Responsiveness	28	29	28	27	28	28	28	28	24
Firm Capabilities	45	44	41	43	42	43	45	41	34
Staffing	25	25	25	24	25	25	25	25	23
TOTALS	98	98	94	94	95	96	98	94	81
AVERAGES	290÷3=96.66			285÷3=95			273÷3=91		
RATING	1			2			3		

AI-36229 **Urban County 16. B.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Rick Garza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to amend the 2009 Community-Based Development Organization Agreement for the Neighborhood Stabilization Program (NSP) between the County of Hidalgo Urban County Program (UCP) and Proyecto Azteca, a non-profit corporation, by increasing the agreement by $50,000 for a total contract amount of $781,100.00.

BACKGROUND

The UCP received funding for NSP on January 30, 2009, from HUD (Grant #B-08-UN-48-0501) in the amount of $2,867,057, for the redevelopment of abandoned and foreclosed homes under the Housing and Economic Recovery Act, 2008. One of the grant provisions states the UCP must expend and/or incur 100% of the program funds by the contract end date (March 27, 2013).

In order to distribute these funds for the benefit of low-moderate income families within the County, the UCP entered into two (2) CBDO agreements with Proyecto Azteca (March 27, 2009) and Affordable Homes of South Texas, Inc. (March 27, 2009). The CBDO Agreement between the UCP and Proyecto Azteca stipulates that a total of 12-15 households should be assisted. To date, a total of 13 properties and families have been identified to receive this assistance. In order to meet the expenditure deadline and assist another low income household, the UCP is requesting the reallocation of $50,000 from the existing UCP Administration line item (Grant # B-08-UN-48-0501) to the 2009 CBDO Proyecto Azteca Agreement.

Attachments

CBDO Agreement

ADDENDUM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/09/2013 01:52 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Mary Flores Started On: 01/09/2013 11:53 AM

Final Approval Date: 01/18/2013

CBDO AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and Proyecto Azteca, a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community-Based Development Organization, (CBDO). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CBDO and the UCP and shall terminate on March 8, 2013, unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CBDO $731,100 utilizing Neighborhood Stabilization Program (NSP) funds, subject to the conditions of this agreement.

SECTION 4. CBDO PERFORMANCE

A. Providing homeownership opportunities for twelve to fifteen (12-15) qualified families with a total yearly income at or below 50% of the AMI

B. CBDO shall undertake the following activities dependant upon individual property needs:

1. Purchase and Rehabilitation of Abandoned or Foreclosed homes and residential properties
2. Demolition of Blighted Structures
3. Redevelopment of Demolished or Vacant Properties
4. Establish Financing Mechanisms for the purchase and redevelopment of foreclosed homes and residential properties

C. CBDO shall perform annual principal residency verifications on all properties that are within their affordability periods.

D. CBDO shall provide a minimum of eight (8) hours of pre-purchase counseling for qualified homebuyers.

E. CBDO shall comply with federal regulations as listed with the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving the

employees of any subcontractors shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333).

F. CBDO shall comply with the definition of the new income group noted under §2301(f)(3)(A)(i) and (ii) of the Housing and Economic Recovery Act as "low-, moderate- and middle-income" (LMMI) not to exceed 50% of the area median income (AMI) and the CDBG definitions of "low-income" and "moderate-income" (24 CFR 570.3). In addition,

G. The project shall be administered in accordance with Exhibit A, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008" (HERA), federal regulations contained in 24 CFR Part 570 and the NSP/CBDO Proposal.

CBDO represents and warrants that it is a "Community-Based Development Organization" as described in 24 CFR 570.204 and agrees that it shall comply with all applicable government requirements.

CBDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor.

CBDO shall perform all activities in accordance with the CDBG National Objective as listed under 24 CFR 570.208.3; Performance Statement ("Exhibit A"); Budget, (" Exhibit B"); Applicable Laws and Regulations, ("Exhibit C"); Certifications, ("Exhibit D"); assurances, certifications, and all other statements made by CBDO in its application for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

SECTION 5. UCP OBLIGATIONS

A. Identification of properties will be performed by the UCP, in conjunction with the approved applicant.

B. The UCP will be responsible for procuring and requesting inspections and appraisals as each property is identified. An inspection and appraisal will reveal the site specific needs as it relates to the applicable housing standards thus allowing us to determine which of the activities will be performed.

C. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CBDO during the agreement period for performance rendered under this agreement by CBDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CBDO in writing within a

reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CBDO under this agreement.

2. UCP shall be liable to grant CBDO money for only those costs incurred by CBDO which are allowed as defined in 24 CFR 570.205, 570.206, costs related to activities within Section 2301(c)(3), of HERA and Section 6 of this agreement.

3. UCP shall not be liable to grant CBDO money for those costs incurred by CBDO which are disallowed costs as listed under Section 2303 and 2304 of HERA. Nor shall the UCP be liable to grant CBDO money for any costs incurred by CBDO, or any portion thereof, which has been paid to CBDO or is subject to payment to CBDO, or has been reimbursed to CBDO or is subject to reimbursement to CBDO by any source other than UCP.

4. UCP shall not be liable to grant CBDO money for any costs incurred by CBDO or for any performances rendered by CBDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.

5. UCP shall not be liable to grant CBDO money for any costs incurred or performances rendered by CBDO before commencement of this agreement or after termination of this agreement.

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of $731,100.

SECTION 6. DISBURSEMENT OF FUNDS

A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 570.205, 570.206 and costs related to activities within Section 2301(c)(3) of HERA. CBDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP payment disbursement procedures. All work related to a request for disbursement will be inspected prior to disbursement of funds. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted.

B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CBDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the event UCP determines that CBDO will be unable to expend funds within the prescribed time as determined by UCP.

C. UCP shall not be liable to CBDO for any costs incurred or performance rendered by CBDO before commencement or after termination of this agreement.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

A. CBDO must comply with applicable regulations under OMB Circular No. A-122 and 24 CFR Part 84.

B. CBDO shall maintain records of the receipt, accrual, and disposition of all CBDO Proceeds funds in the same manner as required for in Section 7.A above for all funds under this agreement. Prior to disposition of it's CBDO proceeds, the CBDO shall request, in writing, approval from UCP Director indicating proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.). CBDO shall provide reports of CBDO proceeds on a monthly basis.

C. All CBDO proceeds shall be retained by the CBDO however must be re-invested by CBDO and applied towards NSP housing initiatives, as listed under section 4.B of this agreement, for low and moderate income individuals and families.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

A. CBDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.

B. CBDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CBDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CBDO. CBDO agrees to maintain such records in an accessible location.

C. All records pertinent to this agreement shall be retained by CBDO for five years following affordability period the date of termination of this agreement or of submission of the final closeout reports, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years

3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

D. CBDO shall include the substance of this Section 8 in all subcontracts.

E. CBDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

A. CBDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CBDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports requested by the UCP.

B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CBDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CBDO hereunder. If UCP withholds such payments, it shall notify CBDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CBDO.

C. Acknowledgment of Funding Source. CBDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to carry out field inspections to ensure compliance with the requirements of this agreement. After each monitoring visit, UCP shall provide CBDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CBDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CBDO. Failure by CBDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CBDO

A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CBDO as an independent CBDO, and that CBDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CBDO under this agreement.

B. CBDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence

or misconduct on the part of CBDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CBDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CBDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CBDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CBDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CBDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CBDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CBDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CBDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, CBDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CBDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CBDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CBDO has obtained UCP's prior written approval, based on the information submitted, of CBDO's intent to enter into such proposed subcontract. CBDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CBDO's subcontractor(s).

B. In no event shall any provision of this Section 12, specifically the requirement that CBDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving CBDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CBDO. UCP's approval of subcontractor's eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CBDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CBDO's full compliance with the terms of this agreement.

C. CBDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CBDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a NSP assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a NSP assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CBDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CBDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with NSP funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and

2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to, individuals or firms doing business in the field of planning, consulting, design,

architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or nonmetropolitan county as the project.

SECTION 15. LEGAL AUTHORITY

A. CBDO assures and guarantees that CBDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CBDO has obligated itself to perform hereunder.

B. The person or persons signing and executing this agreement on behalf of CBDO, or representing themselves as signing and executing this agreement on behalf of CBDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CBDO to execute this agreement on behalf of CBDO and to validly and legally bind CBDO to all terms, performances, and provisions herein set forth.

C. CBDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CBDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

SECTION 16. LITIGATION AND CLAIMS

CBDO shall give UCP immediate notice in writing of:

1) Any action, including any proceeding before an administrative agency filed against CBDO in connection with this agreement; and
2) Any claim against CBDO, the cost and expense of which CBDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CBDO shall furnish immediately to UCP copies of all pertinent papers received by CBDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this agreement.

B. It is understood and agreed by the parties hereto that any undertakings must be rendered in accordance with Section 4 of this agreement , the regulations promulgated under such Act, the assurances and certifications made to UCP by CBDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which

serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CBDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CBDO prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP or CBDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.

D. CBDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a part hereof for all purposes as Exhibit B.

SECTION 18. SUSPENSION

In the event CBDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CBDO, suspend this agreement in whole or in part and withhold further payments to CBDO, and prohibit CBDO from incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CBDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CBDO or take more severe enforcement action against CBDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CBDO program.
4. Withhold further HOME award from CBDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CBDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CBDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the UCP CBDO Policy for any of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CBDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

2. At the option of CBDO, each audit required by this section may cover either CBDO's entire operations or each department, agency, or establishment of CBDO which received, expended or otherwise administered federal funds.

3. CBDO may utilize funds budgeted under this agreement, only if indicated under Exhibit B, to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CBDO.

4. Unless otherwise specifically authorized by UCP in writing, CBDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CBDO shall verify expenditures according to the Budget attached as Exhibit B.

B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CBDO agrees to permit UCP or its authorized representative to audit CBDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CBDO shall provide an annual audit to UCP of funds received in performance of this Agreement.

C. CBDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CBDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CBDO from funds which were not provided or otherwise made available to CBDO under this agreement.

D. CBDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CBDO.

E. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. CBDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CBDO has staff experience and/or means to perform the environmental review, CBDO may request in writing, from UCP, approval to perform them.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

A. Release of Funds. UCP shall not release any funds for any costs incurred by CBDO under this agreement until UCP has received certification from CBDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this agreement.

B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 5 through 15 years (based on the direct HOME subsidy). CBDO agrees to repay all HOME funds governed by this Agreement if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CBDO as required 24 CFR 92.254. Also, in compliance with 24 CFR 92.254, CBDO shall perform principal residency verifications annually on all properties that are within their affordability periods.

C. The UCP has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with HOME funds. Under the CBDO Program, the homeowner must occupy the HOME assisted unit as their principal residence for a period of five (5) through fifteen (15) consecutive years. The UCP will recoup all or a portion of the assistance provided to the homeowner if the homes does not continue to be the principal residence, if the property is sold, if the property is foreclosed upon, or if the client otherwise fails to adhere to program requirements within the affordability time frame. The recapture of HOME funds will be on a pro-rata basis according to the following formula if the "Direct HOME subsidy" assistance if less than $15,000:

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 80% of the assistance provided
- 3rd Year – Repayment of 60% of the assistance provided
- 4th Year – Repayment of 40% of the assistance provided
- 5th Year – Repayment of 20% of the assistance provided

In those projects where the "Direct HOME subsidy" is $15,000 up to $40,000, the UCP will enforce a 10-year affordability with a prorating schedule spread over ten years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 90% of the assistance provided
- 3rd Year – Repayment of 80% of the assistance provided
- 4th Year – Repayment of 70% of the assistance provided
- 5th Year – Repayment of 60% of the assistance provided
- 6th Year – Repayment of 50% of the assistance provided
- 7th Year – Repayment of 40% of the assistance provided
- 8th Year – Repayment of 30% of the assistance provided
- 9th Year – Repayment of 20% of the assistance provided
- 10th Year – Repayment of 10% of the assistance provided

In those projects where the "Direct HOME subsidy" is over $40,000, the UCP will enforce a 15-year affordability with a prorating schedule spread over fifteen years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 93.38% of the assistance provided
- 3rd Year – Repayment of 86.71% of the assistance provided
- 4th Year – Repayment of 80.04% of the assistance provided
- 5th Year – Repayment of 73.37% of the assistance provided
- 6th Year – Repayment of 66.70% of the assistance provided
- 7th Year – Repayment of 60.03% of the assistance provided
- 8th Year – Repayment of 53.36% of the assistance provided
- 9th Year – Repayment of 46.69% of the assistance provided
- 10th Year – Repayment of 40.02% of the assistance provided
- 11th Year – Repayment of 33.35% of the assistance provided
- 12th Year – Repayment of 26.68% of the assistance provided
- 13th Year – Repayment of 20.01% of the assistance provided
- 14th Year – Repayment of 13.34% of the assistance provided
- 15th Year – Repayment of 6.62% of the assistance provided

If net proceeds from the sale or foreclosure are not sufficient to repay the UCP, in accordance with the appropriate schedule above, the UCP will accept the amount of the net sales proceeds as the amount to be recaptured and thereby satisfy all programmatic requirements – as allowed by 24 CFR 92.254(a)(5)(ii)(A).

D. Housing Quality Standards. CBDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

E. Affirmative Marketing. CBDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is

executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CBDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CBDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CBDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CBDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CBDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

2. Records describing actions taken by the CBDO to affirmatively market units and records to assess the results of these actions. CBDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.

3. CBDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.

4. CBDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period. Compliance period is as stated in 24 CFR 92.508(4) and (7)(c)(2), "records must be retained for five years after the project completion date, except for documents imposing recapture restrictions which must be retained for five years after the affordability period terminates."

F. Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received under this agreement shall revert to UCP. CBDO shall return these assets to UCP within seven (7) business days after the date of termination.

G. Enforcement of Agreement. CBDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CBDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.

H. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.

I. Displacement, Relocation, and Acquisition. CBDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CBDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

A. Insurance. CBDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.

B. Notice to the UCP. CBDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.

C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing UNITS and will cancel any claim that CBDO may have to the use of the Housing UNITS. CBDO shall provide UCP with certificates of insurance reflecting all coverage required in Exhibit E , and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.

D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall not be adjusted more than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CBDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement
2. Exhibit B, Budget and Project Implementation Schedule
3. Exhibit C, Applicable Laws and Regulations
4. Exhibit D, Certifications
5. Exhibit E, Insurance Requirements
6. Exhibit F, Affidavit of Standards for Financial Management Systems
7. Exhibit G, Code of Conduct
8. Exhibit H, Conflict of Interest
9. Exhibit I, Excluded Parties List Systems (EPLS) Verification

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CBDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CBDO under this agreement. Upon request by UCP, CBDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A. **Requesting Price Adjustment**: Upon written request of the CBDO 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 CBDO 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 CBDO of the price changes.
- The CBDO 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 CBDO or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B. **Price Reduction**: CBDO shall notify the County at the time when the CBDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the CBDO to notify the County of a decrease in costs for items and/or supplies for which the CBDO was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the CBDO the difference between the contract price and the price adjustment.

C. **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 CBDO 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 CBDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the CBDO at any time upon written notice from the County to the CBDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

D. **Allowable Review Periods**: Price adjustment reviews may only be requested by the CBDO on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SECTION 29. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 28 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this 27th day of March 2009

ATTEST:
Hidalgo County, Urban County Program

UCP Director

Proyecto Azteca

CBDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on March 27, 2009 by Ann Williams Cass as Director of Proyecto Azteca, a Texas nonprofit corporation, on behalf of said corporation.

(seal)

MONICA LEAL
Notary Public, State of Texas
My Commission Expires
March 03, 2010

NOTARY PUBLIC, State of Texas
NAME: Monica Leal
My Commission Expires: March 3, 2010

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on March 27, 2009 by Diana R. Serna as Director of the Hidalgo County Urban County Program .

(seal)

MICHELLE L. MENDOZA
Notary Public, State of Texas
My Commission Expires
May 04, 2009

NOTARY PUBLIC, State of Texas
NAME: Michelle L. Mendoza
My Commission Expires: May 4, 2009

EXHIBIT A

PERFORMANCE STATEMENT

Providing homeownership opportunities for twelve to fifteen (12-15) qualified families with a total yearly income at or below 50% of the AMI

B. CBDO shall undertake the following activities dependant upon individual property needs:

10. Purchase and Rehabilitation of Abandoned or Foreclosed homes and residential properties
11. Demolition of Blighted Structures
12. Redevelopment of Demolished or Vacant Properties
13. Establish Financing Mechanisms for the purchase and redevelopment of foreclosed homes and residential properties

C. CBDO shall perform annual principal residency verifications on all properties that are within their affordability periods.

G. CBDO shall provide a minimum of eight (8) hours of pre-purchase counseling for qualified homebuyers.

H. CBDO shall comply with federal regulations as listed with the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving the employees of any subcontractors shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333).

I. CBDO shall comply with the definition of the new income group noted under §2301(f)(3)(A)(i) and (ii) of the Housing and Economic Recovery Act as "low-, moderate- and middle-income" (LMMI) not to exceed 50% of the area median income (AMI) and the CDBG definitions of "low-income" and "moderate-income" (24 CFR 570.3). In addition,

G. The project shall be administered in accordance with Exhibit A, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008" (HERA), federal regulations contained in 24 CFR Part 570 and the NSP/CBDO Proposal.

EXHIBIT B

BUDGET

UCP agrees to grant CBDO $731,100 utilizing Neighborhood Stabilization Program (NSP) funds, subject to the conditions of this agreement.

Activity	Budget Amount
New Construction	$501,089
Developer's Fee	$ 55,676
Down Payment/Closing Cost Asst./Lot Acquisition	$150,000
Demolition	$ 10,000
Administration Costs	$ 14,335
SUB-TOTAL	**$716,765**
Administration - 2%	$ 14,335
TOTAL BUDGET	**$731,100**

EXHIBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CBDO agrees to comply with all federal laws and regulations applicable to HOME and to the services and work covered under this Agreement.

2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CBDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CBDO shall strictly adhere to the following:

   a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

   b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts.

   c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;

   d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;

   e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.

   f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.

      (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are

located in, or owned in substantial part by persons residing in, the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) CBDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) CBDO will include these Section 3 clauses in every contact and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CBDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CBDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CBDO, its successors, and assigns. Failure to fulfill these requirements shall subject CBDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.

i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CBDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CBDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CBDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CBDO and the United States are beneficiaries of and entitled to enforce such covenant. CBDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CBDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CBDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CBDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CBDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

CBDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CBDO shall also maintain records containing:

a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CBDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CBDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CBDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CBDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

8. Conflict of Interest. No officer, employee, or agent of CBDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CBDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CBDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.

9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

12. Political Activity.

    a. Political Reform Act. CBDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at

Texas Government Code Section 87000, et seq.). CBDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

b. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

c. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

a. Construction or Rehabilitation of Facilities. HOME or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CBDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

Certification Regarding Lobbying for Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CBDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Proyecto Azteca

Signed: Ann Williams Cass

Director

3/27/09

Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CBDO Insurance. CBDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CBDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CBDO utilizes one or more subcontractors in the performance of this Agreement, CBDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CBDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CBDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CBDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CBDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CBDO is not a material part of performance of this Agreement and CBDO and UCP both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CBDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CBDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of

interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CBDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CBDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

EXHIBIT F

Hidalgo County Urban County Program
Community-Based Development Organization (CBDO)Certification

Affidavit of Standards for Financial Management Systems

Date: March 27, 2009

Affiant: Ann Williams Cass

Recipient: Proyecto Azteca

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: Ann Williams Cass

Title: EXECUTIVE DIRECTOR

Subscribed and sworn before me on the 27th day of March, 2009

by Ann Williams Cass, on behalf of Proyecto Azteca.

Monica Leal

Notary Signature

My commission expires: March 3, 2010

Seal:

MONICA LEAL
Notary Public, State of Texas
My Commission Expires
March 03, 2010

EXHIBIT G

CODE OF CONDUCT

No employee, officer or agent of the ***County of Hidalgo-Urban County Program, subgrantee or subrecipient*** shall participate in selection or in the award or administration of a contract or conduct business with a vendor if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

A. ***the employee, officer or any agent***
B. ***any member of his immediate family***
C. ***his or her partner***
D. ***an organization which employs or is about to employ, any of the above,***

has a financial or other interest in the firm selected for award.

The *Urban County Program's* ***, subgrantee's or subrecipient's,*** *officers, employees or agents* shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements, or vendors or potential vendors. Depending on gravity, violation of this Code of Conduct could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

Non-disclosure Policy - No disclosure of verbal or written price quotations shall be made by any *Urban County Program* employee, subgrantee or subrecipient except where required by the Texas Public Information Act.. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the *County of Hidalgo* or termination of contractual agreements when a subrecipient/subgrantee employee is involved.

Personal Interest - No member of the *Hidalgo County Commissioners or any officer or employee of the Urban County Program,* ***subgrantee or subrecipient*** shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract or in the sale to the *Urban County Program,* ***subgrantee or subrecipient*** or to a contractor supplying the *Urban County Program,* ***subgrantee or subrecipient*** of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the *Urban County Program*. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the *Urban County Program,* ***subgrantee or subrecipient*** found guilty shall thereby forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the *Urban County Program,* ***subgrantee or subrecipient*** shall render the contract voidable by the *Urban County Director or the board of Commissioners.*

Ann Williams Case

Employee, Officer, Agent

Date: 3/27/09

Acknowledgment

EXHIBIT H

Conflict of Interest
(attachment)

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.**

ANN WILLIAMS CASS

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.**

N.A.

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

Ann Williams Cass

Signature of person doing business with the governmental entity

3/27/09

Date

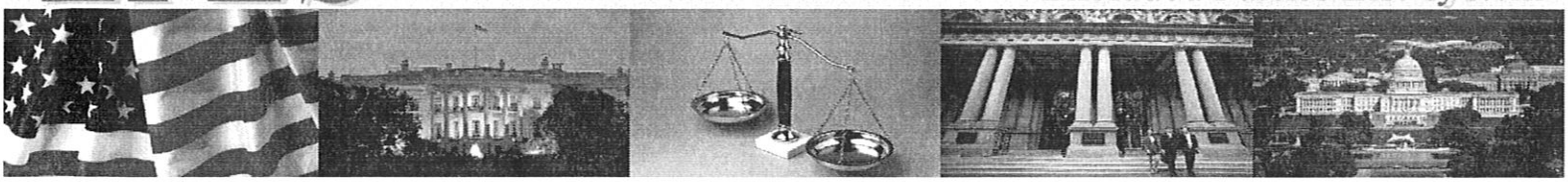
Adopted 06/29/2007

EXHIBIT I

Excluded Parties List System Verification (EPLS) (attachment)

EPLS

Excluded Parties List System



Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Archive Search Results

Archive Search Results for Parties Excluded by

Partial Name : Proyecto or Azteca
State : TEXAS
Country : UNITED STATES
As of 26-Mar-2009 5:25 PM EDT
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

> Search Help
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates

Contact Information

> Email: support@epls.gov
eplscomments@epls.gov
> Phone: 1-866-GSA-EPLS
1-866-472-3757

ADDENDUM

Amendment to NSP Agreement
FY 2009

This amendment will allow for the reallocation of $50,000 from the Urban County Program (UCP) Administration line item (Grant # B-08-UN-48-0501) to the 2009 CBDO Proyecto Azteca Agreement. The original 2009 Contract was executed on March 27, 2009 in the amount of $731,100. This new agreement will increase the original $731,100 amount to a new total of $781,100. This reallocation will also provide Proyecto Azteca with sufficient funds to assist one (1) additional low income family, making a grand total of fourteen (14) families assisted through NSP funds.

County:	CHDO:
HIDALGO COUNTY	***PROYECTO AZTECA***
_____	_____
Name	Name
URBAN COUNTY PROGRAM DIRECTOR	EXECUTIVE DIRECTOR
Title	Title
_____	_____
Date	Date

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

DIANA R. SERNA, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2011.

_____
Notary - Signature

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

ANN WILLIAMS CASS, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2011.

_____
Notary - Signature

AI-36244 **Urban County 16. C.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Progreso is requesting consideration and action to award and enter into a construction contract with 2GS, LLC for a street improvements project located within the City of Progreso. Total contract amount $485,154.95 utilizing UCP - City of Progreso FYs' 23, 24 & 25 (2010, 2011 & 2012) street improvements funds.

BACKGROUND

The City of Progeso has requested and received bids for the street improvements project. Dannenbaum Engineering Company – McAllen, LLC, Project Engineer prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on November 8, 2012. After review the project engineer recommended 2GS, LLC, as the lowest of five (5) qualified bidders. (See attached recommendation letter from Dannenbaum Engineering Company – McAllen, LLC and a copy of bid tabulations.)

Contractor:	2GS, LLC	
Contract Amount:	$485,154.95	
Funds Available:	$ 90,390.62	YR 23 (2010) – Street Improvements
	$228,900.00	YR 24 (2011) – Street Improvements
	$278,900.00	YR 25 (2012) – Street Improvements
Total:	$598,190.62	

Attachments

Bid Tabulation Sheet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/09/2013 04:04 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Mary Flores Started On: 01/09/2013 02:59 PM

Final Approval Date: 01/18/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: November 07, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: Progreso Street Improvements"

BID NO: 5011-65-0311-5000-6500-UCP-ML **PROCUREMENT SPECIALIST:**

Addendum #1 Required

RFB NO.	Name of Company	Addendum #1	Total Price	Bid Bond/ Cashier's Check Included
1.	Jimmy Closner & Sons Const. Co., Inc.	Acknowledged	$562,905.05	Included
2.	Tropical Contracting, LLC	Acknowledged	$520,562.15	Included
3.	R & R Paving, LLC	Acknowledged	$513,619.37	Included
4.	G & T Paving, LLC	Acknowledged	$485,407.33	Included
5.	2GS, LLC	Acknowledged	$485,154.95	Included
6.				
7.				
8.				

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.

City of
PROGRESO
Est. 1991

"Pride in the Community"

Mayor Omar Vela
Alderman Ruben Abundiz
Alderman Eric Chaidez
Mayor Pro-Tem Orlando Vela
Alderman Armando Cavazos
Alderman Juan J. Ramos

January 3, 2013

Ms. Diana R. Serna,
Director Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

RE: City of Progreso-Street Improvement RFB No. 5011-65-0311—5000-6500-UCP-ML
Request for approval of the recommendation of contractors.

Dear Ms. Serna:

I have reviewed the information provided by Dannenbaum Engineering Company regarding the Precinct 1- Progreso Street Improvement RFB No. 5011-65-0311—5000-6500-UCP-ML. I concur with their recommendation and selection of 2GS, LLC, of Penitas Texas as the lowest qualified bidder for the project.

Please submit to the Hidalgo County Commissioners' Court for approval on the next Commissioners Court meeting.

Please do not hesitate to contact me if you need additional information in regards to this request.

Sincerely,

Alfredo Espinoza
City Administrator
City of Progreso

Cc: Monica Leal
Program Coordinator 1

Received
JAN 3 2013
Urban County Program

CONSTRUCTION CONTRACT

This Agreement entered into this **22nd day of January 2013** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **2GS, LLC (a corporation)** (a partnership) (an individual) of **Penitas** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**City of Progreso – Street Improvements**
PROJECT No.:	**5011-65-0311-5000-6500-UCP-ML**
PROJECT DESCRIPTION:	**Asphalt street reconstruction and repaving**

heinafter called the project, for the sum of **($485,154.95) Four hundred eighty-five thousand one hundred fifty four dollars and ninety-five cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Dannenbaum Engineering Company – McAllen, LLC**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($200.00) two hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts,

each of which shall be deemed an original, in year and day first above mentioned.

Pedro Saenz, President

Name of Firm: 2GS, LLC

Address: PO Box 595
Penitas, TX 78576

Federal I.D./S.S.: 45-4338911

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ____ day of _____, 2013,

by Pedro Saenz (name), President (title) of and on behalf of 2GS, LLC (a corporation) (a partnership) (an individual).

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

Client#: 14126 2GSLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956 687-1286
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Insurance Company	39993
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Sentinel Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
2GS, LLC
P O Box 595
Penitas, TX 78576

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			GL900945	02/21/2012	02/21/2013	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 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			65UECNG9319	02/21/2012	02/21/2013	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 [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001234244	02/21/2012	02/21/2013	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Description: Precinct No. 1 - Progreso Street Improviements

RFB No: 5011-65-0311-500-6500-UCP-ML

General Liability Policy contains U649A-0510 Contractors Pac Endorsement

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

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MGG

2GS, LLC
P.O. Box 595
Peñitas, Texas 78576

January 8, 2013

Hidalgo County-Urban County Program
2802 S. Business Hwy 281
Edinburg, Texas 78539

RE: Pct.#1 - Progreso Street Improvements
RFB No.: 5011-65-0311-5000-6500-UCP-ML

To whom it may concern,

In regards to our original bid proposal in the amount of $485,154.95 for the Progreso Street Improvements project we firmly stand behind our bid as submitted including all itemized unit prices.

We will honor our bid dated November 7, 2012 and look forward to working with the County of Hidalgo and the Urban County Program.

Cordially,

Pedro Saenz
President

Ph: (956) 424-3414 Fax: (956) 683-6149

AI-36240 **Urban County 16. D.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Nydia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program – CDBG (1288):

1. Discussion, consideration and approval of the following personnel actions:

Action	Program	Slot No.	Position Title	Budgeted Salary
Delete	Urban County Program - CDBG	0007	Compliance Monitor	49,834.00
Create	Urban County Program - CDBG	0031	Monitor III	52,002.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1288-463-00-250-001-6-XXX

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

BUDGETARY IMPACT:

Funds for difference in salary and related fringe benefit expenditures available under Urban County CDBG Funds.

Attachments

Fiscal Note

Revised salary schedule

job descriptions

PAR'S

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/09/2013 03:13 PM
Human Resources	Sylvia Rios	01/17/2013 11:55 AM
Budget & Management	Obdett Calzada	01/17/2013 01:36 PM
Sylvia Solis	Erika Zamora	01/18/2013 11:28 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Mary Flores Started On: 01/09/2013 02:32 PM

Final Approval Date: 01/18/2013

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, January 22, 2013** **Agenda Item:** 36240

Summary of request/proposal:
URBAN COUNTY PROGRAM – CDBG (1288)
Discussion, consideration, and approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1288	COMPLIANCE MONITOR	0007	113	49,834.00	0.00	(49,834.00)
1288	MONITOR III	0031	113	0.00	52,002.00	52,002.00
				49,834.00	52,002.00	2,168.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1288-463-00-250-001-6-	113	URBAN COUNTY - CDBG -	REG F/T EMPLOYEES	$2,043.40
3-1288-463-00-250-001-6-	211	URBAN COUNTY - CDBG -	HEALTH INSURANCE	$0.00
3-1288-463-00-250-001-6-	212	URBAN COUNTY - CDBG -	LIFE INSURANCE	$0.00
3-1288-463-00-250-001-6-	220	URBAN COUNTY - CDBG -	FICA	$156.32
3-1288-463-00-250-001-6-	230	URBAN COUNTY - CDBG -	RETIREMENT	$210.88
3-1288-463-00-250-001-6-	250	URBAN COUNTY - CDBG -	UNEMPLOYMENT COMP	$10.22
3-1288-463-00-250-001-6-	260	URBAN COUNTY - CDBG -	WORKER'S COMP	$1.02
			2013 Budgetary Impact	$2,421.84

2014 Budgetary Impact: $2,569.51

Possible Funding Sources: URBAN COUNTY - CDBG FUNDS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1288-463-00-250-001-6

AI - 36240

URBAN COUNTY - CDBG

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	DIRECTOR	$106,498.00	$0.00	$106,498.00	0.03	$3,194.94	$0.00	$109,693.00	$0.00	$600.00	$0.00	$0.00	$8,000.00	$0.00	$8,600.00
0004	113	DEPUTY DIRECTOR	$55,636.00	$0.00	$55,636.00	0.03	$1,669.08	$0.00	$57,305.00	$0.00	$780.00	$0.00	$0.00	$3,600.00	$0.00	$4,380.00
0006	113	MONITOR II	$47,829.00	$421.00	$48,250.00	0.03	$1,447.50	$0.00	$49,698.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
~~0007~~	~~113~~	~~COMPLIANCE MONITOR~~	~~$48,383.00~~	~~$0.00~~	~~$48,383.00~~	~~0.03~~	~~$1,451.49~~	~~$0.00~~	~~$49,834.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0008	113	ACCOUNTANT IV	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0010	113	UCP COORDINATOR I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0011	113	UCP COORDINATOR I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	MONITOR I	$35,254.00	$1,855.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	MONITOR I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	UCP COORDINATOR II	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0015	113	HR COORDINATOR II	$45,690.00	$0.00	$45,690.00	0.03	$1,370.70	$0.00	$47,061.00	$0.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$1,560.00
0016	113	ACCOUNTANT II	$42,305.00	$0.00	$42,305.00	0.03	$1,269.15	$0.00	$43,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	ADMINISTRATIVE ASSISTANT III	$34,043.00	$0.00	$34,043.00	0.03	$1,021.29	$0.00	$35,064.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	ACCOUNTING CLERK I	$25,912.00	$1,364.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	CLERK III	$26,140.00	$0.00	$26,140.00	0.03	$784.20	$0.00	$26,924.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	114	CUSTODIAN I	$10,529.00	$0.00	$10,529.00	0.03	$315.87	$0.00	$10,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	UCP COORDINATOR I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	CLERK III	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	DIVISION DIRECTOR- UCP FINANCE	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0026	113	UCP COORDINATOR II	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	UCP COORDINATOR I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	EXECUTIVE ASSISTANT I	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0029	113	ACCOUNTS PAYABLE SPECIALIST III	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	ADMINISTRATIVE ASSISTANT II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	**113**	**MONITOR III**	**$0.00**	**$52,002.00**	**$52,002.00**	**0**	**$0.00**	**$0.00**	**$52,002.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$1,015,790.00	$55,642.00	$1,071,432.00		$30,582.90	$0.00	$1,102,014.00	$0.00	$6,780.00	$0.00	$0.00	$11,600.00	$0.00	$18,380.00

Discussion, consideration, and approval of the above highlighted personnel actions.
All personnel actions pending CC approval.

COMPLIANCE MONITOR

GRADE: 13

GENERAL DESCRIPTION

Purpose of the job classification is to assist with management of ongoing county and/or department projects. Work includes educating and monitoring the sub-recipients receiving grant monies to ensure funds are properly allocated.

EXAMPLES OF WORK PERFORMED

Performs all other related duties involved in the operation of the Public Health Department as assigned or required

Provides technical assistance to sub-recipients by answering inquiries and overseeing project implementation

Reviews payment requests from sub-recipients for consistency with governing agreements, checking calculations for accuracy and ensuring that all required documentation is included

Inputs project data and fiscal information into internal fiscal tracking system and related department programs; ensures that recorded information is consistent between the systems by reconciling accounts monthly

Assists with Environmental Reviews, Davis-Bacon Act wage reviews, construction documentation, and contract compliance

Assists the Grant Administrator with gathering, compiling and analyzing information on program related issues for preparation of required planning documents and budgets

Maintains grant contract and agreement files and monitors expenditures and revenue Activities

Interviews, receives and processes applications and makes eligibility determinations.

Sets up and maintains client files, ensuring that files contain all required documentation and third party verifications for eligibility determination

Prepares internal fund transfer or payment requests for assessments of eligible households

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in grant monitoring or auditing experience preferred. Graduation from an accredited four-year college or university with a Bachelor's Degree in one of the following fields and one year work experience in building technology, urban planning, or public administration.

Knowledge, Skills, and Abilities

Ability to read and interpret complex regulations, contracts, planning documents, maps, and construction drawings

Ability to write routine reports and correspondence

Ability to communicate effectively in writing, with knowledge of proper spelling, grammar and punctuation

Ability to speak effectively, using tact and professionalism to deliver information

Ability to explain complex regulatory requirements and/or procedures about the program with customers or before large groups

Ability to effectively interact and communicate with clients, sub-recipients

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

MONITOR III

GRADE: 14

GENERAL DESCRIPTION

The Monitor III position is an **advanced level technical position requiring experience in general auditing work.** The position requires monitoring/auditing of cities, nonprofit organizations and subrecipients that are funded with Urban County Program (UCP) funds. The position **requires the review of files and documents to assess compliance with federal rules and regulations and contracts provisions.** The Monitor III position requires professional conduct, cooperation and tact when dealing with governmental and other business entities.

EXAMPLES OF WORK PERFORMED

Conducts internal audits and prepares reports of department finances and operations including contracting, personnel, purchasing, payroll and fiscal procedures

Develops, plans and coordinates, in conjunction with the Director, the implementation of specialized or non-standard audits; selects audit methods, level and aspects of analysis, and investigative procedures

Surveys and evaluates strengths and weaknesses of internal controls and operational procedures and reports findings to the Director

Develops, plans and coordinates implementation of the annual inventory verification; assists in preparation and/or gathering of audit work-papers

Makes recommendations concerning deficiencies found by outside and internal audits

As directed by the Director, conducts reviews to determine if the department and UCP subrecipients are in compliance with federal, state and local regulations in its programs and grants administration

As directed by the Director, may act as liaison for outside agencies, investigating potential illegal activities

Assists the Director or designee in resolving special problems and completing projects which impact the entire department and funding programs

Develops, interprets and applies procedures to maintain required records

Conducts specifically assigned special investigations and compiles information for the Director and prepares formal reports on all investigations

Supervises the planning and development of the Standard Operating Procedures (SOP's) of the Department; maintains and controls the SOP's central book (s) and the distribution of the individual SOP's

Develops internal policies and procedures for the internal audit and regulatory compliance functions

Reviews project data and fiscal information input in fiscal tracking system (HUD Software-IDIS) and related department programs; ensures that recorded information is consistent between the systems by reconciling accounts monthly

Gathers, compiles and analyzes information on program related issues for preparation of required HUD planning documents and budgets

Provides staff training related to Integrated Disbursement Implementation Systems (HUD Software) for accurate reporting of accomplishments

Plans, assigns and supervises the work of others

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in Accounting, Public Administration or related field; **Six (6) years of auditing experience, or a combination of education and experience.**

Knowledge, Skills, and Abilities

Good knowledge of HUD, municipal, State and Department procurement and contracting policies, procedures and practices; knowledge and experience in Accounting Standards for Non-Profit organizations and governmental entities

Considerable knowledge of audit theory, generally accepted accounting principles and practices, basic statistics and computerized management information systems

Considerable knowledge of HUD, State regulations and Department policies procedures and practices pertaining to the various programs, fund accounting, finance, federal procurement and supervisory and communications skills

Skills in analysis and evaluation of internal controls and management procedures

Ability to work independently, objectively and exercise independent judgment

Familiar with American Fundware Software and Microsoft Office Suites, **HUD reporting system-IDIS**

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 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 encounters 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
Personnel Adjustment Request Form

RECEIVED
JAN 17 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) **DATE:** 1/8/13

CURRENT POSITION TITLE: COMPLIANCE MONITOR **CURRENT SLOT. #:** 0007

REQUESTED POSITION TITLE: NA
(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: $ 49,834.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (49,834.00) (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)

AS PER THE NEEDS OF THE UCP, THIS POSITION IS NOT NEEDED

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. Diana P Lira	1/8/13				
DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2. Esther A. Cortez by Lyssia Rios	01.17.13				
HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	01.18.13				
DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.					
COMMISSIONERS COURT APPROVAL	DATE				

COMPLIANCE MONITOR

GRADE: 13

GENERAL DESCRIPTION

Purpose of the job classification is to assist with management of ongoing county and/or department projects. Work includes educating and monitoring the sub-recipients receiving grant monies to ensure funds are properly allocated.

EXAMPLES OF WORK PERFORMED

Performs all other related duties involved in the operation of the Public Health Department as assigned or required

Provides technical assistance to sub-recipients by answering inquiries and overseeing project implementation

Reviews payment requests from sub-recipients for consistency with governing agreements, checking calculations for accuracy and ensuring that all required documentation is included

Inputs project data and fiscal information into internal fiscal tracking system and related department programs; ensures that recorded information is consistent between the systems by reconciling accounts monthly

Assists with Environmental Reviews, Davis-Bacon Act wage reviews, construction documentation, and contract compliance

Assists the Grant Administrator with gathering, compiling and analyzing information on program related issues for preparation of required planning documents and budgets

Maintains grant contract and agreement files and monitors expenditures and revenue Activities

Interviews, receives and processes applications and makes eligibility determinations.

Sets up and maintains client files, ensuring that files contain all required documentation and third party verifications for eligibility determination

Prepares internal fund transfer or payment requests for assessments of eligible households

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in grant monitoring or auditing experience preferred. Graduation from an accredited four-year college or university with a Bachelor's Degree in one of the following fields and one year work experience in building technology, urban planning, or public administration.

Knowledge, Skills, and Abilities

Ability to read and interpret complex regulations, contracts, planning documents, maps, and construction drawings

Ability to write routine reports and correspondence

Ability to communicate effectively in writing, with knowledge of proper spelling, grammar and punctuation

Ability to speak effectively, using tact and professionalism to deliver information

Ability to explain complex regulatory requirements and/or procedures about the program with customers or before large groups

Ability to effectively interact and communicate with clients, sub-recipients

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 17 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) **DATE:** 1/8/13

CURRENT POSITION TITLE: NA **CURRENT SLOT. #:** 0031

REQUESTED POSITION TITLE: MONITOR III
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 52,002.00 (Proposed Budgeted Salary) $ 52,002.00 (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)

THIS POSITION WILL BETTER SERVE THE NEEDS OF THE DEPARTMENT

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	1/8/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	01.17.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01.18.13 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

MONITOR III

GRADE: 14

GENERAL DESCRIPTION

The Monitor III position is an **advanced level technical position requiring experience in general auditing work.** The position requires monitoring/auditing of cities, nonprofit organizations and subrecipients that are funded with Urban County Program (UCP) funds. The position **requires the review of files and documents to assess compliance with federal rules and regulations and contracts provisions.** The Monitor III position requires professional conduct, cooperation and tact when dealing with governmental and other business entities.

EXAMPLES OF WORK PERFORMED

Conducts internal audits and prepares reports of department finances and operations including contracting, personnel, purchasing, payroll and fiscal procedures

Develops, plans and coordinates, in conjunction with the Director, the implementation of specialized or non-standard audits; selects audit methods, level and aspects of analysis, and investigative procedures

Surveys and evaluates strengths and weaknesses of internal controls and operational procedures and reports findings to the Director

Develops, plans and coordinates implementation of the annual inventory verification; assists in preparation and/or gathering of audit work-papers

Makes recommendations concerning deficiencies found by outside and internal audits

As directed by the Director, conducts reviews to determine if the department and UCP subrecipients are in compliance with federal, state and local regulations in its programs and grants administration

As directed by the Director, may act as liaison for outside agencies, investigating potential illegal activities

Assists the Director or designee in resolving special problems and completing projects which impact the entire department and funding programs

Develops, interprets and applies procedures to maintain required records

Conducts specifically assigned special investigations and compiles information for the Director and prepares formal reports on all investigations

Supervises the planning and development of the Standard Operating Procedures (SOP's) of the Department; maintains and controls the SOP's central book (s) and the distribution of the individual SOP's

Develops internal policies and procedures for the internal audit and regulatory compliance functions

Reviews project data and fiscal information input in fiscal tracking system (HUD Software-IDIS) and related department programs; ensures that recorded information is consistent between the systems by reconciling accounts monthly

Gathers, compiles and analyzes information on program related issues for preparation of required HUD planning documents and budgets

Provides staff training related to Integrated Disbursement Implementation Systems (HUD Software) for accurate reporting of accomplishments

Plans, assigns and supervises the work of others

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in Accounting, Public Administration or related field; **Six (6) years of auditing experience, or a combination of education and experience.**

Knowledge, Skills, and Abilities

Good knowledge of HUD, municipal, State and Department procurement and contracting policies, procedures and practices; knowledge and experience in Accounting Standards for Non-Profit organizations and governmental entities

Considerable knowledge of audit theory, generally accepted accounting principles and practices, basic statistics and computerized management information systems

Considerable knowledge of HUD, State regulations and Department policies procedures and practices pertaining to the various programs, fund accounting, finance, federal procurement and supervisory and communications skills

Skills in analysis and evaluation of internal controls and management procedures

Ability to work independently, objectively and exercise independent judgment

Familiar with American Fundware Software and Microsoft Office Suites, **HUD reporting system-IDIS**

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 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.

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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 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

AI-36538 **Urban County 16. E.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Candace **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Hidalgo County Precinct No. 3 requests approval from Hidalgo County Commissioner's Court to enter into an Interlocal Agreement with Hidalgo County Irrigation District No. 6 in the amount of $46,305.00.

BACKGROUND

This Interlocal Agreement will ensure the Urban County Program pays Hidalgo County Irrigation District No. 6 for the purchase and installation of 21 crossings on Mile 2 (from 492 to La Homa) in Precinct No.3 using CDBG funds. Please see the attached letter from project engineer and estimation of services.

Available funding:	$108,978.69	2011 Precinct No.3 Street Improvement funds
	$263,255.00	2012 Precinct No.3 Street Improvement funds
	$372,233.69	Total available

Attachments

Agenda Backup Pct 3
INTERLOCAL
BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/18/2013 02:34 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Mary Flores Started On: 01/18/2013 02:01 PM

Final Approval Date: 01/18/2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 6

This Agreement is made on this the _____ day of **January, 2013**, by and between the **HIDALGO COUNTY IRRIGATION DISTRICT NO. 6,** hereinafter referred to as "District" and **COUNTY OF HIDALGO,** hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is a irrigation district governed by Chapter 49 of the Texas Water Code located in County, Mission, Texas; and

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

WHEREAS, County desires to seek assistance from the District for the installation of irrigation crossings on Mile 2 from La Homa Road to Abram Road ("the Road") with Community Development Block Grant ("CDBG") Precinct No.3 Year 24 (2011) Street Improvement funds;

WHEREAS, County agrees it is in the its best interest to purchase such services as needed;

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District agrees to replace all irrigation lines located in County's right of way damaged or destroyed by County in County's new construction in widening and paving the Road.

2. County agrees to reimburse District against paid receipt the cost of supplies, materials and labor at District's cost incurred for the replacement of the irrigation lines located within the Road right of way damaged or destroyed by County. County shall reimburse District in thirty (30) days following the completion of District's work described herein and District's delivery to County the paid receipt(s) for supplies, materials and labor.

3. District and county shall coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

5. **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 a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event necessary to bring them within the legal requirements and during the times such conflict exists.

6. **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 thereof.

7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Edcouch and County, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **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 addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to HCID NO.6:	Hidalgo County Irrigation District No.6 Attention: Joe Aguilar, General Manager P.O. Box 786 Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 302 West University Dr. Edinburg, Texas 78539
With copy to:	Joe M. Flores, Commissioner, Precinct No. 3 724 North Breyfogle Mission, Texas 78574

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.

10. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11. **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.

12. **Assignment.** This Agreement shall not be assignable.

13. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

17. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

18. **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, that 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 provision 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. 6

_____
Joe Aguilar, General Manager

Hidalgo County

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby Hidalgo County through Precinct 3 shall widen Mile 2, from Abram and to La Homa Road through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and the Hidalgo County Irrigation District No. 6.

By vote on_____ 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
P.O. BOX 786
MISSION, TX. 78572
BUS: (956) 585-8389 FAX: (956) 585-9920

ESTIMATION OF SERVICES

NAME: Hidalgo County Pct#3	DATE OF ORDER: January 15, 2013
ADDRESS: Mission, Texas	DATE PROMISED:
PHONE: 956-585-4509	ORDER TAKEN BY: Joe Aguilar
JOB NAME / LOCATION: 2 Mile Line Line	REVISED 1/15/13 By: ☑
Project from 492/La Homa	CONTRACT: ☐
DESCRIPTION OF WORK:	EXTRA: ☐
Installing 21 new crossings	PRIVATE JOB#
	Inv#

****ESTIMATE VALID FOR 60 DAYS****

ITEM #	QUANTITY & DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	12" Elbow	$140.00	$420.00
1	12" Fresno Valve	$221.00	$221.00
1	12" Tee	$130.00	$130.00
2	12" X 20' 80 PSI Pipe	$8.75	$350.00
2	Bags Cement	$19.00	$38.00
1	12" Draw Band	$6.00	$6.00
1	Cutting Old Pipe	$200.00	$200.00
1	Labor to Install	$320.00	$320.00
8	Backhoe	$65.00	$520.00
		TOTAL MATERIALS	$1,165.00
		TOTAL EQUIPMENT	$520.00
		TOTAL LABOR	$520.00
		TOTAL	$2,205.00
		X 21 Crossings	$46,305.00

WORK COMPLETED BY:

Approved By: General Mgr.

DATE COMPLETED ****Estimate Subject to Change****

SIGNATURE (I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK)

Received
JAN 15 2013
Urban County Program
By:

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

January 18, 2013

Mr. Joe Aguilar, Manager
Hidalgo County Irrigation District No. 6
P.O. Box 786
Mission, Texas 78572

Re: Hidalgo County Precinct No. 3 Paving Improvements
Mile 2 North Road (La Homa Road to FM 492)

Dear Mr. Aguilar,

As you are aware, Hidalgo County Precinct No. 3 is proposing to pave Mile 2 North Road from La Homa Road to FM 492. This roadway is located adjacent and south of a HCID No. 6 Canal. This roadway is currently a caliche type roadway and has created numerous problems to the residents of the area complaining of dust control and overall safety of the roadway. Hidalgo County Precinct No. 3 is requesting approval of this construction from the HCID No. 6 Board of Directors for this construction as part of the roadway will be located within District 6 right of way. A total of 118,247 (2.71 Acres) square feet of property will be utilized for this construction for the entire length of the project. In addition a total of 21 irrigation crossings will be replaced at a cost of $46,305.00 as part of the project and will be constructed with a minimum of 4 feet of cover. All costs associated with construction of this roadway including any utility adjustments or relocations shall be the responsibility of Hidalgo County Precinct No. 3.

We look forward to a continued excellent working relationship between Precinct No. 3 and your Irrigation District. Your assistance in this matter is greatly appreciated. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Commissioner Joe M. Flores, Hidalgo County Precinct No. 3
Candace J. Armenta, Urban County Program, Program Coordinator I

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2013\LETTERS\Aguilar-Joe-01-18-13.doc

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No._____
Candace Armenta

Date: January 18, 2013 Meeting Date Request: January 22, 2013
Deadline for Action: January 22, 2013 Contact Person**:** Diana R. Serna
Department: *Urban County Program* Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director _____

Caption:

(a) Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Drainage District No. 6 for the provision of 21 irrigation crossings for Precinct No. 3 street improvements;

(b) Acceptance and approval of an Interlocal Cooperation Agreement Project: provision of the installation of 20 irrigation crossings on Mile 2 for the Precinct No. 3 street improvements in Precinct No. 3.

Background:

This Interlocal Agreement will ensure the Urban County Program pays Hidalgo County Irrigation District No. 6 for the purchase and installation of 21 crossings on Mile 2 (from 492 to La Homa) in Precinct No.3 using CDBG funds. Please see the attached letter from project engineer and estimation of services.

Estimation of Services:	$46,305.00	
Available funding:	$108,978.69	2011 Precinct No.3 Street Improvement funds
	$263,255.00	2012 Precinct No.3 Street Improvement funds
	$372,233.69	Total available

Deputy Director _____ Deputy Director: _____ Finance: _____

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:____ No:
Account Code: _____ Impact on Future Budget: Yes _____ No _____
Comments:

Action taken by Commissioner's Court:
Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 6

This Agreement is made on this the **22** day of **January, 2013**, by and between the **HIDALGO COUNTY IRRIGATION DISTRICT NO. 6,** hereinafter referred to as "District" and **COUNTY OF HIDALGO,** hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is a irrigation district governed by Chapter 49 of the Texas Water Code located in County, Mission, Texas; and

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

WHEREAS, County desires to seek assistance from the District for the installation of irrigation crossings on Mile 2 from La Homa Road to Abram Road ("the Road") with Community Development Block Grant ("CDBG") Precinct No.3 Year 24 (2011) Street Improvement funds;

WHEREAS, County agrees it is in the its best interest to purchase such services as needed;

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District agrees to replace all irrigation lines located in County's right of way damaged or destroyed by County in County's new construction in widening and paving the Road.

2. County agrees to reimburse District against paid receipt the cost of supplies, materials and labor at District's cost incurred for the replacement of the irrigation lines located within the Road right of way damaged or destroyed by County. County shall reimburse District in thirty (30) days following the completion of District's work described herein and District's delivery to County the paid receipt(s) for supplies, materials and labor.

3. District and county shall coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

5. **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 a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event necessary to bring them within the legal requirements and during the times such conflict exists.

6. **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 thereof.

7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Edcouch and County, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **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 addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to HCID NO.6:	Hidalgo County Irrigation District No.6 Attention: Joe Aguilar, General Manager P.O. Box 786 Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 302 West University Dr. Edinburg, Texas 78539
With copy to:	Joe M. Flores, Commissioner, Precinct No. 3 724 North Breyfogle Mission, Texas 78574

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.

10. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11. **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.

12. **Assignment.** This Agreement shall not be assignable.

13. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

17. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

18. **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, that 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 provision 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. 6

_____
Joe Aguilar, General Manager

Hidalgo County

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby Hidalgo County through Precinct 3 shall widen Mile 2, from Abram and to La Homa Road through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and the Hidalgo County Irrigation District No. 6.

By vote on_____ 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
P.O. BOX 786
MISSION, TX. 78572
BUS: (956) 585-8389 FAX: (956) 585-8920

ESTIMATION OF SERVICES

NAME: Hidalgo County Pct#3	DATE OF ORDER: January 15, 2013
ADDRESS: Mission, Texas	DATE PROMISED:
PHONE: 956-585-4509	ORDER TAKEN BY: Joe Aguilar
JOB NAME / LOCATION: 2 Mile Line Line	REVISED 1/15/13 By: ☑
Project from 492/La Homa	CONTRACT: ☐
DESCRIPTION OF WORK:	EXTRA: ☐
Installing 21 new crossings	PRIVATE JOB#
	Inv#

****ESTIMATE VALID FOR 60 DAYS****

ITEM #	QUANTITY & DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	12" Elbow	$140.00	$420.00
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1	Labor to Install	$320.00	$320.00
8	Backhoe	$65.00	$520.00
		TOTAL MATERIALS	$1,166.00
		TOTAL EQUIPMENT	$520.00
		TOTAL LABOR	$520.00
		TOTAL	$2,205.00
		X 21 Crossings	$46,305.00

WORK COMPLETED BY:

Approved By: General Mgr.

DATE COMPLETED ****Estimate Subject to Change****

SIGNATURE (I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK)

Received
JAN 15 2013
Urban County Program
By:

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

January 18, 2013

Mr. Joe Aguilar, Manager
Hidalgo County Irrigation District No. 6
P.O. Box 786
Mission, Texas 78572

Re: Hidalgo County Precinct No. 3 Paving Improvements
Mile 2 North Road (La Homa Road to FM 492)

Dear Mr. Aguilar,

As you are aware, Hidalgo County Precinct No. 3 is proposing to pave Mile 2 North Road from La Homa Road to FM 492. This roadway is located adjacent and south of a HCID No. 6 Canal. This roadway is currently a caliche type roadway and has created numerous problems to the residents of the area complaining of dust control and overall safety of the roadway. Hidalgo County Precinct No. 3 is requesting approval of this construction from the HCID No. 6 Board of Directors for this construction as part of the roadway will be located within District 6 right of way. A total of 118,247 (2.71 Acres) square feet of property will be utilized for this construction for the entire length of the project. In addition a total of 21 irrigation crossings will be replaced at a cost of $46,305.00 as part of the project and will be constructed with a minimum of 4 feet of cover. All costs associated with construction of this roadway including any utility adjustments or relocations shall be the responsibility of Hidalgo County Precinct No. 3.

We look forward to a continued excellent working relationship between Precinct No. 3 and your Irrigation District. Your assistance in this matter is greatly appreciated. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Commissioner Joe M. Flores, Hidalgo County Precinct No. 3
Candace J. Armenta, Urban County Program, Program Coordinator I

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2013\LETTERS\Aguilar-Joe-01-18-13.doc

AI-36100 **County Judge's Office 17. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to apply for the Juvenile Accountability Block Grant (JABG) for 2013 from the Governor's Criminal Justice Division (CJD).

2. Authorization for County Judge to sign (electronically certify) application as authorized official.

3. Approval of resolution to apply for the Juvenile Accountability Block Grant (JABG)

BACKGROUND

Grant will assist in reducing juvenile offending through accountability-based programs focused on the juvenile offender.

Applications must be submitted online and certified through their website on or before January 31, 2013 to be considered for funding.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1286-391-01-000-100-4-000

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

BUDGETARY IMPACT:

Federal grant Award: $22,648.00
Cash Match (10%) : $ 2,516.44 (reserved)
Total Grant Amount : $25,164.44

Attachments

Backup

Resolution

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	01/18/2013 08:38 AM
Budget & Management	Obdett Calzada	01/18/2013 09:16 AM
Manuel Chapa	Manuel Chapa	01/18/2013 10:01 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Rolando Garcia Started On: 01/03/2013 08:51 AM

Final Approval Date: 01/18/2013

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

November 30, 2012

The Honorable Ramon Garcia
Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

Dear Judge Garcia:

The U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention provides the Juvenile Accountability Block Grant (JABG) to the Governor's Criminal Justice Division (CJD) to assist in reducing juvenile offending through accountability-based programs focused on the juvenile offender. We are pleased to inform you that your jurisdiction is eligible to apply for $22,648.00 with a 10% cash match of $2,516.44 for the coming grant year. The allocation is based on an annual calculation of juvenile crime data in your area.

Applicants must access CJD's grant management website at https://egrants.governor.state.tx.us to register and apply for funding. All applications must be submitted through this website on or before January 31, 2013 to be considered for funding.

All applicants must obtain approval from their local JABG Advisory Board. You may waive your jurisdiction's allocation and request that the funds be awarded to a larger or neighboring city, county, or Native American tribe that will still benefit your jurisdiction by completing the "Waiver of Funds Form" and faxing it to the Governor's Criminal Justice Division at (512) 475-2440. The JABG Waiver of Funds Form can be downloaded from CJD's website at https://egrants.governor.state.tx.us/updates.aspx.

If you have any questions you may contact Lance White at (512) 463-1919 or by email at lwhite@governor.state.tx.us.

Sincerely,

Christopher Burnett
Executive Director

County of Hidalgo

State of Texas

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County, that the Juvenile Accountability Block Grant (JABG) - Early Intervention Counseling Program be operated for the period of September 1, 2013 thru August 31, 2014; and

WHEREAS, The Hidalgo County Commissioners' Court understands that there is an estimated matching requirement of $2,516.44; and

WHEREAS, The Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Juvenile Accountability Block Grant (JABG) funds, Hidalgo County Commissioners' Court assures that the funds will be returned to the grantor in full; and

WHEREAS, The Hidalgo County Commissioners' Court designates Hidalgo County Judge as the grantee's authorized official.

NOW, THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners' Court approved submission of the grant application for the Juvenile Accountability Block Grant (JABG) - Early Intervention Counseling Program.

ADOPTED THE _____ DAY OF _____ 2013.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

_____
A.C. CUELLAR
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-36371 **Head Start 18. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Self-Assessment Schedule

BACKGROUND

Policy Council Approval: 01.16.13

Attachments

Self-Assessment Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/14/2013 02:48 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Linda Galaviz Started On: 01/14/2013 09:30 AM

Final Approval Date: 01/18/2013

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: January 16, 2013

SUBJECT: Approval of Self-Assessment Schedule

RATIONALE/NEED: A self-assessment is required to be conducted each year. The purpose of the self-assessment is to self-monitor the program regarding compliance with Performance Standards. Documents to be used are aligned with requirements from the Office of Head On-Site Review Protocol (OHSMS). The Self-Assessment is tentatively scheduled for Monday, January 28, 2013 through Friday, February 8, 2013. The Self-Assessment training will be held on Friday, January 25, 2012.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Memorandum

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Tx. 78540-0117

To: Policy Council
From: Nora S. Munoz, Assistant Program Director
Through: Teresa Flores, Executive Director
Date: January 8, 2013
Subject: Self Assessment
CC: Edmundo Garcia, Assistant Program Director

Continuous quality improvement is a central tenet of the Head Start Program, with the goal of meeting Performance Standards and moving toward program excellence for serving children and families. As part of this process, the annual Self-Assessment provides the Program with the means to regularly assess our own management systems and program operations in order to continually strengthen the Program and the services delivered.

Head Start Performance Standards clearly state that at least once each program year grantees must conduct a Self-Assessment of their effectiveness and progress in meeting program goals and objectives and in implementing Federal regulations.

We are scheduled to conduct our Self-Assessment January 28, 2013 through February 8, 2013. During this two week period, each area/component of the Program will be reviewed. All centers will be visited, data will be collected, and a final report will be prepared utilizing the Office of Head Start On-Site Review Protocol for Fiscal Year 2013. This Protocol is the actual instrument used by Federal Reviewers during the official Triennial visit.

We will be conducting a training on Friday, January 25, 2013 at 9:00 a.m. at the Administration Conference Room, to provide guidance to the individuals involved in conducting the assessment. We encourage you to attend, schedules permitting, and participate in this activity. We will be forwarding the team schedules of the center visits in the event that you choose to join us at the centers.

Please feel free to contact me at (956) 383-0706, if you have any questions or need additional information.

Thank you for your continued support and cooperation.

AI-36379 **Head Start 18. B.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request of Amendment No. 1 to Lease Agreement C-12-022-08-08 Between Hidalgo County and The Estate of Lusi E. Ortiz, for "Classroom Space" in the City of Mission Where the Lessor Desires to Lease for an Additional Two (2) Months at the Same Terms and Conditions

BACKGROUND

Policy Council Approval: 01.16.13

Attachments

Amend Lease Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/14/2013 02:49 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Linda Galaviz Started On: 01/14/2013 10:35 AM

Final Approval Date: 01/18/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: January 16, 2013

SUBJECT: Discussion/Approval on Request of Amendment No. 1 to Lease Agreement C-12-022-08-08 between Hidalgo County and The Estate of Luis E. Ortiz, for "Classroom Space" in the City of Mission where the Lessor desires to lease for an additional two months at the same terms and conditions.

RATIONALE/NEED: The existing modular structure (Palmview I Head Start) is being relocated to County owned property. The project has been delayed due to bad weather. This amendment would allow the Head Start children to continue attending school while the relocation project is completed.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available in the budget.
Rent: Acct #19-20-505-10038-5152

RELATED INFORMATION INCLUDED: Amendment to Contract

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director EG

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT to
LEASE AGREEMENT
C-12-022-08-08

This **Amendment To Lease Agreement By And Between The County of Hidalgo, Texas** and **Estate of Luis E. Ortiz, deceased** is made the ___ day of January 2013, as follows:

WHEREAS, on August 7, 2012, Hidalgo County (the "Lessee") entered into a Lease Agreement (the "Lease Agreement") with **The Estate of Luis E. Ortiz,** deceased (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, Lessee desires to extend the term of the Lease Agreement for an additional two months; under the same terms and conditions; and

WHEREAS, the Lease shall terminate on March 31, 2013.

NOW THEREFORE, for and in consideration of the extension of the Lease and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **The Estate of Luis E. Ortiz,** deceased as Lessor, and **COUNTY OF HIDALGO, TEXAS,** as Lessee effective as of the 1th day of February, 2013 (the "Effective Date") hereby agrees to the following amendments to the Lease;

1. The first sentence of Article 1.02 is deleted in its entirety and the following is inserted in lieu thereof;

   Except as otherwise provided herein, the initial term of this lease shall be for eight (8) months commencing on August 1, 2012 ("Commencement Date") and ending on March 31, 2013 ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03 hereof.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Lease as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
The Estate of Luis E. Ortiz,
Independent Executor

ATTEST:

BY: _____
Arturo Guajardo, Jr.,
Hidalgo County Clerk

APPROVED AS TO FORM:

Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

AI-36376 **Head Start 18. C.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase Classroom/Teaching Aid Supplies & Equipment through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Expiring on 10.31.15

1. Hatch, Inc	5. Positive Promotions
2. Kaplan Early Learning Company	6. School Speciality, Inc.
3. National Educational Systems, Inc.	7. Brewer Educational Resources
4. Oriental Trading Company	

BACKGROUND

Policy Council Approval: 01.16.13

Attachments

Classroom

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/14/2013 02:49 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Linda Galaviz Started On: 01/14/2013 10:20 AM

Final Approval Date: 01/18/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: January 16, 2013

SUBJECT: Discussion/Approval on Request to Purchase Classroom/Teaching Aid Supplies & Equipment Through the Hidalgo County's Membership /Participation With The Texas Association School Board (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Expiring on October 31, 2015

a. Hatch, Inc.
b. Kaplan Early Learning Company
c. National Educational Systems, Inc.
d. Oriental Trading Company
e. Positive Promotions
f. School Specialty, Inc.
g. Brewer Educational Resources

RATIONALE/NEED: This contract would allow the purchasing of the lowest and best pre-bided prices on classroom/teaching aid supplies & equipment (as needed) under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available in the budget.
Classroom Supplies: Acct #19-20-205-10000-5205

RELATED INFORMATION INCLUDED: Memo, Participant Info

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: January 9, 2013

SUBJ: TASB –Classroom/Teaching Aid Supplies & Equipment

As part of our regular purchasing procedures, the program is seeking approval from the Policy Council and Commissioner's Court to purchase classroom/teaching aid supplies & equipment through the Hidalgo County's membership/participation with the Texas Association of School Boards (TASB).

The TASB awarded vendors we recommend to use are Hatch, Inc., Kaplan Early Learning Company, National Educational Systems, Inc., Oriental Trading Company, Positive Promotions, School Specialty, Inc., and Brewer Educational Resources.

These companies provide the supplies needed for the Head Start classrooms. We have used these vendors in the past and each one of them has provided equality products.

Should you have any questions please let me know. Thank you.

BUY BOARD CURRENT VENDORS
CLASSROOM/TEACHING AID SUPPLIES & EQUIPMENT

Vendor	Address	City	State	Zip	Effective	Expiration
Hatch, Inc.	301 North Main Suite 101	Winston-Salem	NC	27101	11/1/2012	10/31/2015
Kaplan Early Learning Company	1310 Lewisville-Clemmons Rd	Lewisville	NC	27023	11/1/2012	10/31/2015
Lakeshore Learning	2695 E. Dominguez St.	Carson	CA	90810	11/1/2012	10/31/2015
National Educational Systems, Inc.	6333 De Zavala Rd. Suite 106	San Antonio	TX	78249	11/1/2012	10/31/2015
Oriental Trading Company	4206 S 108 Street	Omaha	NE	68137	11/1/2012	10/31/2015
Positive Promotions	15 Gilpin Ave	Hauppauge	NY	11788	11/1/2012	10/31/2015
School Specialty, Inc.	6316 Design Drive	Greenville	WI	54942	11/1/2012	10/31/2015
Brewer Educational Resources	309 Park Lake Dr.	McKinney	TX	75070	11/1/2012	10/31/2015

AI-36378 **Head Start 18. D.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Enter into a Thirty-Six (36) Month New Copier Lease Agreement for Fifty-Five (55) Copiers through Hidalgo County's Membership/Participation in the State of Texas Department of Information Resources (DIR) Awarded Vendor, Kyocera Document Solutions America, Inc., DIR Contract DIR-SDD-1664

BACKGROUND

Policy Council Approval: 01.16.13

Attachments

Copiers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/14/2013 02:49 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Linda Galaviz Started On: 01/14/2013 10:31 AM

Final Approval Date: 01/18/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: January 16, 2013

SUBJECT: Discussion/Approval on Request to Enter into a Thirty-Six (36) Month New Copier Lease Agreement for Fifty-Five (55) Copiers through Hidalgo County's Membership/Participation in the State of Texas Department of Information Resources (DIR) Awarded Vendor, Kyocera Document Solutions America, Inc., DIR Contract DIR-SDD-1664

RATIONALE/NEED: Copiers will be assigned at each Head Start Center (43) and Head Start Administration Departments (9) to include the Child Nutrition Program (3).

RECOMMENDATION: Administration recommends approval.

COST: Head Start and Child Nutrition Funds are available.
19-20-205-10000-5201 $5,111.54/Month

RELATED INFORMATION INCLUDED: Proposal, Vendor Info

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

January 9, 2013

Proposal Prepared For
DIR SDD 1664

OPTION TWO

Hidalgo County Headstart Program

Attn: Mr. Tovar

(43) KYOCERA FS-C2626MFP

(MULTIPLE LOCATIONS)

Digital Color Copier | Network Color Print/Color Scan System | Fax System

28 Pages Per Minute	250-Sheet Paper Drawer
50-Sheet Multi-Purpose Tray	Standard Stackless Duplex
65k Max Monthly Volume	10 Seconds First Page Out
29 Seconds Warm-Up Time	1 GB RAM
Reversing Auto Doc Feeder	500 Sheet Drawer (PF-520)
Surge Protector	Copy Stand

FEATURES: Configuration Color Multifunctional Printer - Standard Color Copy, Print, Scan, and Black & White Fax Pages Per Minute Letter: 28 ppm; Legal: 23 ppm; A4: 26 ppm Warm-up Time 29 Seconds or Less First Copy / Print Out Time Black: 10 Seconds, Color: 12 Seconds / Black: 9.0 Seconds, Color: 10.5 Seconds Resolution 600 x 600 dpi Memory (Std / Max) 768MB RAM / 1792MB RAM Duplex Standard Stackless Electrical Requirements 120V, 60Hz, 9A 220-240V, 50/60Hz, 5A Typical Energy Consumption (TEC) 3694 KWh/Week Size / Weight 20.3" W x 21.7" D x 23.7" H / 85.1 lbs Max Monthly Duty Cycle 65,000 Pages Per Month

Printer Specifications: Controller PowerPC 464 / 800MHz PDLs/Emulations PRESCRIBE, PCL6 (5e, XL), KPDL3 (PS3), XPS Fonts 93 KPDL3, PCL6, 8 Vista, 1 Bitmap, 45 Barcodes, 1 PDF-417 Windows OS Compatibility Windows 2000 / XP / 2003 / Vista / 2008 / 7 Mac OS Compatibility Mac OS 10.x UNIX OS Compatibility Sun OS 4.1.x; Solaris 2.x; AIX; HP-UX (LPR) Interfaces Standard: 10/100BaseTX, Hi-Speed USB 2.0, USB Host Network Print and Supported Protocols TCP/IP, IPX/SPX, AppleTalk, NetBEUI, IPsec, HTTPS, LDAP over SSL, SNMPv3, Kerberos, NTLM, 802.1x Drivers KX Driver, Mini Driver, PPD for Mac, PPD for UNIX Utilities PRESCRIBE Utilities, PDF Direct Print, KMnet Admin, KMnet Viewer, Status Monitor

Scan Specifications: Scan Type Color and Black & White Scanner Scan Resolutions 200, 300, 400, 600 dpi Network Scan Speed Mono: 300/200 dpi - 35 ipm Simplex; 18 ipm Duplex / 600 dpi - 25 ipm Simplex; 13 ipm Duplex Color: 300/200 dpi - 25 ipm Simplex; 13 ipm Duplex / 600 dpi - 13 ipm Simplex; 7 ipm Duplex File Formats PDF, TIFF, JPEG, XPS Connectivity / Supported Protocols 10/100/100BaseTX / TCP/IP; Hi-Speed USB 2.0 Scanning Functions Scan to PC, Scan to e-Mail, Scan to FTP, Scan to USB, TWAIN Scan, WSD Scan Driver TWAIN Driver, WIA Driver

Fax Specifications: ITU-T Group3, Data Compression: MH/MR/MMR/JBIG, Fax Transmission Selection: Standard/Fine/Photo Fax Memory: 3.5MB, Speed: Less than 3 Seconds per page/33.6, Fax Memory Capacity: 256 Sheets, Fax Functions: Duplex Transmission/ Reception, Dual Access, One Touch Dial (100 numbers), FAX/TEL Switching, Broadcast, Quick Dial (200 Numbers), Fax Reports.

KYOCERA mita
AUTHORIZED RESELLER

DIGITAL EFFECTS: Network/Local Authentication, Auto Magnification and Paper Select, Job Build, Job Finish Notice, Continuous Scan, Positive/Negative Reverse, Covers, Border Erase Mode, Image Rotate, Image Reverse, Priority Print, 1000 Department Codes, Job Programs, Margin Shift, Mirror Image, Rotate Copy, Page Numbering, XY Zoom

PRINT/SCAN FEATURES: Standard 10/100/1000 BaseTX, Network & USB connection, 200,300,400,600 DPI, Print/Scan 50 Pages Per Minute, PDF, TIFF XPS, PDF Formats, KM Document Flow System – Document Management System, Scan to Folder (SMB), Scan to E-Mail, Scan to FTP, Scan to USB, TWAIN/WIA Driver

FAX FEATURES: Transmission Speed 3 sec./page, Modem Speed 33.6 Kbps, Data Compression JBIG, MMR, MR, MH, Memory 12MB

(1) COPYSTAR CS-4500I
(FINANCE DEPARTMENT)
Digital Copier | Network Print/Scan System | Network Fax System

45 Copies Per Minute
Standard Duplex Unit
1 GB Ram Memory
Document Box
Reversing Auto Doc Feeder (DP770)

Dual 500 Sheet Paper Drawers
150 Sheet Multi-Purpose Tray
200 k Max Monthly Volume
Data Security Kit
Copy Stand

FEATURES: Newly designed large color touch screen control panel, 600 x 600 dpi ***Copy/Print/Scan***, Zoom 25% - 400%, 5 Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control
DIGITAL EFFECTS: Network/Local Authentication, Auto Magnification and Paper Select, Job Build, Job Finish Notice, Continuous Scan, Positive/Negative Reverse, Covers, Border Erase Mode, Image Rotate, Image Reverse, Priority Print, 1000 Department Codes, Job Programs, Margin Shift, Mirror Image, Rotate Copy, Page Numbering, XY Zoom

PRINT/SCAN FEATURES: Standard 10/100/1000 BaseTX, Network & USB connection, 200,300,400,600 DPI, Print/Scan 50 Pages Per Minute, PDF, TIFF XPS, PDF Formats, KM Document Flow System – Document Management System, Scan to Folder (SMB), Scan to E-Mail, Scan to FTP, Scan to USB, TWAIN/WIA Driver

FAX FEATURES: Transmission Speed 3 sec./page, Modem Speed 33.6 Kbps, Data Compression JBIG, MMR, MR, MH, Memory 12MB

(1) COPYSTAR CS-5550ci
(EDUCATION DEPARTMENT)
Color Multifunctional System
Digital Copier | Network Print/Color Scan System | Fax Systems

55 Copies Per Minute B&W
Dual 500-Sheet Paper Drawers
150-Sheet Multipurpose Tray
2 GB RAM
Dual 160 GB HDD
Dual Scan Pass Feeder (DP771)
Surge Protector

50 Copies Per Minute Full-Color
225k Max Monthly Volume
Automatic Duplex Unit
Hole Punch Unit (PH7A)
4k Sheet Finisher (DF790)
3k Paper Drawer (PF-770)
Data Security E

FEATURES: 2GB RAM; 160GB x 2 HD, 8 Bit Color Depth, 600 x 600 DPI Resolution, Paper Size: 5.5" x 8.5" – 11" x 17" (Legal to Ledger); Input Materials: Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes; Zoom 25% - 400% in 1 step increments, 5 Reduction / Enlargement Settings, 4.4 sec Black/ 5.7 sec Color first copy/print out

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

(6) KYOCERA FS-3140MFP+

(MULTIPLE LOCATIONS)

Copier | Network Print System | Scan System | Fax System

42 Pages Per Minute
Standard 500-Sheet Paper Drawer
100-Sheet Multi-Purpose Tray
Copy Stand

Reversing Auto Doc. Processor
200k Max Monthly Duty
Standard Duplex
500 Sheet Drawer (PF-310)
Surge Protector

FEATURES: Standard 256 MB RAM; Input Materials Bond paper, Recycled Paper, Transparencies, Labels, Envelopes (print only); Windows OS Compatibility Windows 7/ 2000 / XP/ 2003 / Vista / 2008, Mac OS Compatibility Mac OS 10.x, UNIX OS Compatibility sun OS4.1.x; Solaris 2.x; AIX; HP-UX(LPR); Interfaces Standard: 10/100BaseTX, His-Speed USB 2.0 USB 2.0, USB Host ;Drivers KX Driver, Mini Driver, PPD for Mac, PPD for UNIX
PRINTER SPECS: Supports direct PDF printing; print from USB flash drives via host USB port; Fonts: 93 PCL, 8 Windows Vista, 01 PostScript, 1 bitmap, 1200 x 1200 dpi (Fine 1200 Mode), 1800 x 600 (Fast 1200 Mode), 600 x 600 dpi, 300 x 300 dpi, 45 types of one-dimensional barcodes; utilities include: PRESCRIBE utilities, Kmnet Admin, Kmnet Viewer, Status Monitor, Paper Trail

SCANNER SPECS: Color scanning; scan to PC; scan to USB flash drives via host USB port; supports TIFF, PDF, JPEG and XPS file formats; WSD scan3

Fax Specifications: Compatible ITU-T Group3; Data Compression MH / MR / MMR / JBIG; Fax Transmission Selection Standard / Fine / Photo; Fax Memory 3.5MB; Transmission Speed / Modem Less than 3 Seconds per page / 33.6 kbps; Fax Memory Capacity 256 Sheets; Network Fax Reception Supports SMB/FTP/e-Mail protocols; Fax Functions Duplex Transmission/Reception, Dual Access, One Touch

(1) KYOCERA FS-3140MFP+

(CHILD NUTRITION PROGRAM – KITCHEN-PV)

Copier | Network Print System | Scan System | Fax System

42 Pages Per Minute
Standard 500-Sheet Paper Drawer
100-Sheet Multi-Purpose Tray
Copy Stand

Reversing Auto Doc. Processor
200k Max Monthly Duty
Standard Duplex
500 Sheet Drawer (PF-310)
Surge Protector

FEATURES: Standard 256 MB RAM; Input Materials Bond paper, Recycled Paper, Transparencies, Labels, Envelopes (print only); Windows OS Compatibility Windows 7/ 2000 / XP/ 2003 / Vista / 2008, Mac OS Compatibility Mac OS 10.x, UNIX OS Compatibility sun OS4.1.x; Solaris 2.x; AIX; HP-UX(LPR); Interfaces Standard: 10/100BaseTX, His-Speed USB 2.0 USB 2.0, USB Host ;Drivers KX Driver, Mini Driver, PPD for Mac, PPD for UNIX
PRINTER SPECS: Supports direct PDF printing; print from USB flash drives via host USB port; Fonts: 93 PCL, 8 Windows Vista, 01 PostScript, 1 bitmap, 1200 x 1200 dpi (Fine 1200 Mode), 1800 x 600 (Fast 1200 Mode), 600 x 600 dpi, 300 x 300 dpi, 45 types of one-dimensional barcodes; utilities include: PRESCRIBE utilities, Kmnet Admin, Kmnet Viewer, Status Monitor, Paper Trail

SCANNER SPECS: Color scanning; scan to PC; scan to USB flash drives via host USB port; supports TIFF, PDF, JPEG and XPS file formats; WSD scan3

KYOCERA mita
AUTHORIZED RESELLER

Fax Specifications: Compatible ITU-T Group3; Data Compression MH / MR / MMR / JBIG; Fax Transmission Selection Standard / Fine / Photo; Fax Memory 3.5MB; Transmission Speed / Modem Less than 3 Seconds per page / 33.6 kbps; Fax Memory Capacity 256 Sheets; Network Fax Reception Supports SMB/FTP/e-Mail protocols; Fax Functions Duplex Transmission/Reception, Dual Access, One Touch

(1) KYOCERA FS-3140MFP+

(CHILD NUTRITION PROGRAM – KITCHEN ED)

Copier | Network Print System | Scan System | Fax System

42 Pages Per Minute
Standard 500-Sheet Paper Drawer
100-Sheet Multi-Purpose Tray
Copy Stand

Reversing Auto Doc. Processor
200k Max Monthly Duty
Standard Duplex
500 Sheet Drawer (PF-310)
Surge Protector

FEATURES: Standard 256 MB RAM; Input Materials Bond paper, Recycled Paper, Transparencies, Labels, Envelopes (print only); Windows OS Compatibility Windows 7/ 2000 / XP/ 2003 / Vista / 2008, Mac OS Compatibility Mac OS 10.x, UNIX OS Compatibility sun OS4.1.x; Solaris 2.x; AIX; HP-UX(LPR); Interfaces Standard: 10/100BaseTX, His-Speed USB 2.0 USB 2.0, USB Host ;Drivers KX Driver, Mini Driver, PPD for Mac, PPD for UNIX
PRINTER SPECS: Supports direct PDF printing; print from USB flash drives via host USB port; Fonts: 93 PCL, 8 Windows Vista, 01 PostScript, 1 bitmap, 1200 x 1200 dpi (Fine 1200 Mode), 1800 x 600 (Fast 1200 Mode), 600 x 600 dpi, 300 x 300 dpi, 45 types of one-dimensional barcodes; utilities include: PRESCRIBE utilities, Kmnet Admin, Kmnet Viewer, Status Monitor, Paper Trail

SCANNER SPECS: Color scanning; scan to PC; scan to USB flash drives via host USB port; supports TIFF, PDF, JPEG and XPS file formats; WSD scan3

Fax Specifications: Compatible ITU-T Group3; Data Compression MH / MR / MMR / JBIG; Fax Transmission Selection Standard / Fine / Photo; Fax Memory 3.5MB; Transmission Speed / Modem Less than 3 Seconds per page / 33.6 kbps; Fax Memory Capacity 256 Sheets; Network Fax Reception Supports SMB/FTP/e-Mail protocols; Fax Functions Duplex Transmission/Reception, Dual Access, One Touch

(1) COPYSTAR CS-4500I

(CHILD NUTRITION PROGRAM - NUTRITION)

Digital Copier | Network Print/Scan System | Network Fax System

45 Copies Per Minute
Standard Duplex Unit
1 GB Ram Memory
Document Box
Reversing Auto Doc Feeder (DP770)
Bridge Unit (AK730)
1K Finisher (DF-770)

Dual 500 Sheet Paper Drawers
150 Sheet Multi-Purpose Tray
200 k Max Monthly Volume
Surge Protector
Data Security E
2x 500 Sheet Drawers (PF730)

FEATURES: Newly designed large color touch screen control panel, 600 x 600 dpi ***Copy/Print/Scan***, Zoom 25% - 400%, 5 Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control

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DIGITAL FEATURES: 1-999 Continuous Copy, Mirror Image, Rotate Copy, Erase, Split Copy, Electronic Sort, Margin Shift, XY-Zoom, Job Interrupt, Job Build, Job Programs, Repeat Copy, 1,000 Department Codes, OneTouch Color Adjustment, Color Balance, Color Calibration, Page Number, Form Overlay, Shortcut Keys, Job Box, Removable Memory Box, Custom Box

PRINT/COLOR SCAN FEATURES: 200/300/400/600 DPI Scan Resolution, Black & White: PDF, TIFF File Formats; Color: PDF, JPEG, TIFF, XPS File Formats; Windows 2000/XP/2003/Vista/2008, Mac OS 10.x, Novell, UNIX Compatible, Standard 10/100/1000 BaseTX, High Speed USB 2.0, USB Host Interface, 2 Expansion Slots, Scan to Folder (SMB) / e-Mail / FTP / USB / WSD Scan / TWAIN Scan

FAX FEATURES: Transmission Speed 3 sec./page, Modem Speed 33.6 Kbps, Data Compression JBIG, MMR, MR, MH, Memory 12MB

(1) COPYSTAR CS-5550ci
(ADMINISTRATION DEPARTMENT)

Color Multifunctional System
Digital Copier | Network Print/Color Scan System

55 Copies Per Minute B&W
Dual 500-Sheet Paper Drawers
150-Sheet Multipurpose Tray
2 GB RAM
Dual 160 GB HDD
Dual Scan Pass Feeder (DP771)
Surge Protector

50 Copies Per Minute Full-Color
225k Max Monthly Volume
Automatic Duplex Unit
Hole Punch Unit (PH7A)
4k Sheet Finisher (DF790)
Data Security E
Copy Stand

FEATURES: 2GB RAM; 160GB x 2 HD, 8 Bit Color Depth, 600 x 600 DPI Resolution, Paper Size: 5.5" x 8.5" – 11" x 17" (Legal to Ledger); Input Materials: Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes; Zoom 25% - 400% in 1 step increments, 5 Reduction / Enlargement Settings, 4.4 sec Black/ 5.7 sec Color first copy/print out

DIGITAL FEATURES: 1-999 Continuous Copy, Mirror Image, Rotate Copy, Erase, Split Copy, Electronic Sort, Margin Shift, XY-Zoom, Job Interrupt, Job Build, Job Programs, Repeat Copy, 1,000 Department Codes, OneTouch Color Adjustment, Color Balance, Color Calibration, Page Number, Form Overlay, Shortcut Keys, Job Box, Removable Memory Box, Custom Box

PRINT/COLOR SCAN FEATURES: 200/300/400/600 DPI Scan Resolution, Black & White: PDF, TIFF File Formats; Color: PDF, JPEG, TIFF, XPS File Formats; Windows 2000/XP/2003/Vista/2008, Mac OS 10.x, Novell, UNIX Compatible, Standard 10/100/1000 BaseTX, High Speed USB 2.0, USB Host Interface, 2 Expansion Slots, Scan to Folder (SMB) / e-Mail / FTP / USB / WSD Scan / TWAIN Scan

LEASE INVESTMENT

(43) COPYSTAR FS-C2626	36 Months	$ 5,111.54
(8) KYOCERA FS-3140MFP+		
(2) COPYSTAR CS-4500i		
(2) COPYSTAR CS-5550ci		

KYOCERA mita
AUTHORIZED RESELLER

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

SERVICE AGREEMENT

(43) KYOCERA FS-C2626MFP

METER PLAN COLOR $.085 PER COPY BLACK $.02 PER COPY

This service agreement will cover up to the full term of the lease and will cover FULL maintenance and replacement of any necessary parts and consumable supplies including Drum, Developer & Toner. The service agreement will exclude paper & staples only.

SERVICE AGREEMENT

(8) KYOCERA FS-3140MFP+

METER PLAN BLACK $.012 PER COPY

This service agreement will cover up to the full term of the lease and will cover FULL maintenance and replacement of any necessary parts and consumable supplies including Drum, Developer & Toner. The service agreement will exclude paper & staples only.

SERVICE AGREEMENT

(2) COPYSTAR CS-4500I

METER PLAN WILL BE CHARGED AT $ .008 PER COPY

This service agreement will cover full term of the lease and will cover FULL maintenance and replacement of any necessary parts and consumable supplies including Drum, Developer & Toner. The service agreement will exclude paper & staples only.

SERVICE AGREEMENT

(2) COPYSTAR CS-5550CI

METER PLAN COLOR $.055 PER COPY BLACK $.008 PER COPY

This service agreement will cover up to the full term of the lease and will cover FULL maintenance and replacement of any necessary parts and consumable supplies including Drum, Developer & Toner. The service agreement will exclude paper & staples only.

- Free Installation.
- No Property Taxes
- No Documentation Fee
- No Insurance Needed
- No Freight Cost at end of term

Thank You,

Daniel Montaño
Vice President

Authorized Signature for approval of proposal as stated above Date

KYOCERA mita
AUTHORIZED RESELLER



< Return to search results < Return to Main Search

Kyocera Document Solutions America, Inc.

URL Vendor Website
Vendor ID 1952819506801
HUB Type Non HUB

DIR Contract Number DIR-SDD-1664
Contract Term End Date 5/10/2013
Contract Exp Date 5/10/2015

Kyocera Document Solutions America, Inc.
Contact Debbie Montgomery
Phone (512) 423-5976
Fax (512) 778-6377

DIR
Contact Sergio Upton
Phone (512) 936-3101
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the Kyocera Document Solutions America, Inc. website or contact Debbie Montgomery at (512) 423-5976.
2. Generate a purchase order, made payable to Kyocera Document Solutions America, Inc.. You must reference the DIR Contract Number **DIR-SDD-1664** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

DIR negotiates pricing for a quantity of one. Customers are encouraged to negotiate additional discounts based on volume.

DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.

Get Adobe Reader

Contract: DIR-SDD-1664

Standard Terms and Conditions PDF - 292 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 363 KB | Updated 02/10/2012
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 27 KB | Updated 05/19/2011
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Electronic and Information Resources (EIR) Accessibility
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Available Brands

Kyocera Mita

Available Products & Services

Lease Agreement - Printers Copiers Scanners - MFP
Maintenance - Printers Copiers Scanners - MFP
Multifunction
Printers

Additional Contract Information

Appendix D, Service Agreement (167 KB)
Appendix E, Master Operating Lease Agreement (182 KB)
Appendix F, Master Lease Agreement (209 KB)
Copystar Dealers (84 KB)
Kyocera Dealers (86 KB)

< No thanks, return to search

Reseller Vendor Contacts

There are no resellers associated with this contract

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

© Department of Information Resources 2012

AI-36374 **Head Start** **18. E.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase Office Supplies through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Expiring on 10.31.15

1. Gulf Coast Paper Company
2. Staples Contract and Commercial, Inc.

BACKGROUND

Policy Council Approval: 01.16.13

Attachments

Office Supplies

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/14/2013 02:49 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Linda Galaviz Started On: 01/14/2013 09:48 AM

Final Approval Date: 01/18/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: January 16, 2013

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b. Staples Contract and Commercial, Inc.

RATIONALE/NEED: This contract would allow the purchasing of the lowest and best pre-bided prices on office supplies (as needed) under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available in the budget.
Office Supplies: Acct #19-20-205-10000-5201

RELATED INFORMATION INCLUDED: Memo, Participant Info

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: January 9, 2013

SUBJ: TASB –Office Supplies

As part of our regular purchasing procedures, the program is seeking approval from the Policy Council and Commissioner's Court to purchase office supplies through the Hidalgo County's membership/participation with the Texas Association of School Boards (TASB).

The TASB awarded vendors we recommend to use are Gulf Coast Paper Company and Staples Contract and Commercial, Inc.

These companies have provided excellent service in product quality and delivery service. Our past experience in working with these companies has been satisfactory and the delivery service has been excellent and dependable.

Should you have any questions please let me know. Thank you.

BUY BOARD CURRENT VENDORS
OFFICE SUPPLIES & EQUIPMENT

Vendor	Address	City	State	Zip	Effective	Expiration
Gulf Coast Paper Company	1101 S.Padre Island Drive	Corpus Christi	TX	78416	11/1/2012	10/31/2015
Staples Contract and Commercial, Inc	500 Staples Drive	Framingham	MA	1702	11/1/2012	10/31/2015

AI-36373 **Head Start** **18. F.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Request Approval of Application and Certificate for Payment No. 4 in the Amount of $34,149.31 Submitted by Del Sol Homes, LLC, Awarded Contractor; Pursuant to Action Taken by Commissioners' Court on 10.23.12 for Proposed Building Relocation Palmview I Center, and as Certified by Project Architect, Dannenbaum Engineering Company, McAllen, LLC

BACKGROUND

Policy Council Approval: 01.16.13

Attachments

Payment No. 4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/14/2013 02:49 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Linda Galaviz Started On: 01/14/2013 09:38 AM

Final Approval Date: 01/18/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: January 16, 2013

SUBJECT: Request Approval of Application and Certificate for Payment No. 4 in the Amount of $34,149.31 submitted by Del Sol Homes, LLC, Awarded Contractor; Pursuant to action taken by CC on 10-23-12 for proposed Building Relocation Palmview I Center, and as certified by project Architect, Dannenbaum Engineering Company - McAllen, LLC

RATIONALE/NEED: This is the fourth payment for the relocation project performed by Del Sol Homes, LLC.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds for this project are available in the budget. Building Repairs & Maint: Account #19-5160-20-10034-505

RELATED INFORMATION INCLUDED: Application & Certification for Payment

* * * *

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Hidalgo County HeadStart Program
1901 West State Highway 107
McAllen, Texas 78504

FROM CONTRACTOR: Del Sol Homes LLC
143 E. Chapin
Edinburg, Texas 78541

PROJECT: Building Relocation-Palmview I
Paula Dr. Between Breyfogl Palmv

VIA ARCHITECT: Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

APPLICATION NO: #004
PERIOD TO: 1/08/2013
CONTRACT FOR: General Construction
CONTRACT DATE: 10/23/2012
PROJECT NOS: C-12-024 / 10-24 /

Distribution to:
OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$	197,000.00
2. NET CHANGE BY CHANGE ORDERS	$	0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$	197,000.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	161,405.00
5. RETAINAGE:		
a. 10 % of Completed Work *(Columns D + E on G703)*	$	16,140.50
b. 0 % of Stored Material *(Column F on G703)*	$	0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	16,140.50
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	145,264.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	111,115.19
8. CURRENT PAYMENT DUE	$	34,149.31
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	51,735.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: 01/08/2013
State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 08th day of January 2013
Notary Public: Maria T. Espinoza
My commission expires: 02-02-2016

NOTARY PUBLIC STATE OF TEXAS
Maria T Espinoza
My Commission Expires
02/02/2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contract or is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 34,149.31
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: 1/8/2013

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: #004
APPLICATION DATE: 1/08/2013
PERIOD TO: 1/08/2013
ARCHITECT'S PROJECT NO: C-12-02410-24

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE (If variable rate)
1	Payment & Performance Bonds	$6,500.00	$6,500.00	0.00	0.00	$6,500.00	100%	0.00	$650.00
2	General Requirements	$50,100.00	$50,100.00	0.00	0.00	$50,100.00	100%	0.00	$5,010.00
3	Electrical	$13,000.00	$6,500.00	$3,250.00	0.00	$9,750.00	75%	$3,250.00	$975.00
4	Plumbing	$11,000.00	$8,580.00	0.00	0.00	$8,580.00	78%	$2,420.00	$858.00
5	Parking Lot	$25,000.00	$12,500.00	$12,500.00	0.00	$25,000.00	100%	0.00	$2,500.00
6	Test L&G Engineering	$3,000.00	$1,000.00	$2,000.00	0.00	$3,000.00	100%	0.00	$300.00
7	A/C Disconnection & Connection	$5,000.00	$2,500.00	$1,250.00	0.00	$3,750.00	75%	$1,250.00	$375.00
8	Framing Labor	$11,500.00	$3,450.00	$5,175.00	0.00	$8,625.00	75%	$2,875.00	$862.50
9	Moving Buildings	$18,000.00	$5,400.00	$5,400.00	0.00	$10,800.00	60%	$7,200.00	$1,080.00
10	Framing Materials	$11,500.00	$3,450.00	$2,300.00	0.00	$5,750.00	50%	$5,750.00	$575.00
11	Paint/Misc.	$3,000.00	0.00	0.00	0.00	0.00	0%	$3,000.00	0.00
12	Contractor's Fee	$39,400.00	$23,481.32	$6,068.68	0.00	$29,550.00	75%	$9,850.00	$2,955.00
	GRAND TOTAL	$197,000.00	$123,461.32	$37,943.68	0.00	$161,405.00		$35,595.00	$16,140.50

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AI-36372 **Head Start** **18. G.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Request Approval of Application and Certificate for Payment No. 3 in the Amount of $27,825.75 Submitted by Del Sol Homes, LLC, Awarded Contractor; Pursuant to Action Taken by Commissioners' Court on 10.23.12 for Proposed Building Relocation Palmview I Center, and as Certified by Project Architect, Dannenbaum Engineering Company, McAllen, LLC

BACKGROUND

Policy Council Approval: 01.16.13

Attachments

Payment No. 3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/14/2013 02:48 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Linda Galaviz Started On: 01/14/2013 09:33 AM

Final Approval Date: 01/18/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: January 16, 2013

SUBJECT: Request Approval of Application and Certificate for Payment No. 3 in the Amount of $27,825.75 submitted by Del Sol Homes, LLC, Awarded Contractor; Pursuant to action taken by CC on 10-23-12 for proposed Building Relocation Palmview I Center, and as certified by project Architect, Dannenbaum Engineering Company - McAllen, LLC

RATIONALE/NEED: This is the third payment for the relocation project performed by Del Sol Homes, LLC.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds for this project are available in the budget. Building Repairs & Maint: Account #19-5160-20-10034-505

RELATED INFORMATION INCLUDED: Application & Certification for Payment

* * * *

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	Hidalgo County HeadStart Program 1901 West State Highway 107 McAllen, Texas 78504	**PROJECT:**	Building Relocation-Palmview I Paula Dr. Between Breyfogl Palmv	**APPLICATION NO:** #003 **PERIOD TO:** 12/19/2012	**Distribution to:** OWNER ☒
FROM CONTRACTOR:	Del Sol Homes LLC 143 E. Chapin Edinburg, Texas 78541	**VIA ARCHITECT:**	Dannenbaum Engineering Company 1109 Nolana Loop, Suite 208 McAllen, Texas 78504	**CONTRACT FOR:** General Construction **CONTRACT DATE:** 10/23/2012 **PROJECT NOS:** C-12-024 / 10-24 /	ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM		$ 197,000.00
2. NET CHANGE BY CHANGE ORDERS		$ 0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*		$ 197,000.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*		$ 123,461.32
5. RETAINAGE:		
a. 10 % of Completed Work *(Columns D + E on G703)*	$ 12,346.13	
b. % of Stored Material *(Column F on G703)*	$ 0.00	
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*		$ 12,346.13
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*		$ 111,115.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*		$ 83,289.44
8. CURRENT PAYMENT DUE		$ 27,825.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*		$ 85,884.81

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 12/19/2012

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 18th day of December

Maria T. Espinoza

Notary Public: Maria T. Espinoza
My commission expires: 02-02-2016

NOTARY PUBLIC STATE OF TEXAS
Maria T Espinoza
My Commission Expires
02/02/2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contract or is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 27,825.75

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 1/8/2013

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: #003
APPLICATION DATE: 12-19-2012
PERIOD TO: 12-19-2012
ARCHITECT'S PROJECT NO: C-12-024 10-24

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE (If variable rate)
1	Payment & Performance Bonds	$6,500.00	$6,500.00	0.00	0.00	$6,500.00	100%	0.00	$650.00
2	General Requirements	$50,100.00	$50,100.00	0.00	0.00	$50,100.00	100%	0.00	$5,010.00
3	Electrical	$13,000.00	$5,000.00	$1,500.00	0.00	$6,500.00	50%	$6,500.00	$650.00
4	Plumbing	$11,000.00	$5,000.00	$3,580.00	0.00	$8,580.00	78%	$2,420.00	$858.00
5	Parking Lot	$25,000.00	$6,842.50	$5,657.50	0.00	$12,500.00	50%	$12,500.00	$1,250.00
6	Compaction Test L&G Engineering	$3,000.00	$1,000.00	0.00	0.00	$1,000.00	33.3%	$2,000.00	$100.00
7	A/C Disconnection & Connection	$5,000.00	$2,500.00	0.00	0.00	$2,500.00	50%	$2,500.00	$250.00
8	Framing Labor	$11,500.00	0.00	$3,450.00	0.00	$3,450.00	30%	$8,050.00	$345.00
9	Moving Buildings	$18,000.00	0.00	$5,400.00	0.00	$5,400.00	30%	$12,600.00	$540.00
10	Framing Materials	$11,500.00	0.00	$3,450.00	0.00	$3,450.00	30%	$8,050.00	$345.00
11	Paint / Misc.	$3,000.00	0.00	0.00	0.00	0.00	0%	$3,000.00	0.00
12	Contractor's Fee	$39,400.00	$15,601.32	$7,880.00	0.00	$23,481.32	60%	$15,918.68	$2,348.13
	GRAND TOTAL	$197,000.00	$92,543.82	$30,917.50	0.00	$123,461.32		$73,538.68	$12,346.13

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AI-36334 **19. A.**

CC REGULAR

Meeting Date: 01/22/2013

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

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defenders (1100):
1. Discussion, consideration and approval to create one (1) full-time Public Defender II position, slot 0018, budgeted salary $50,487.00, effective upon commissioners court approval.
2. Approval of interdepartmental transfer
3. Approval of revised salary schedule

BACKGROUND

The request to create a Public Defender II position is needed to support the workload generated by the creation of CCL#8. During the budget process this request was not approved due to the pending status of the courts commencement, which has since become effective.

Attachments

PARs
fiscal note
transfer
revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/11/2013 01:50 PM
Human Resources	Nereida Garza	01/11/2013 04:42 PM
Budget & Management	Obdett Calzada	01/14/2013 10:45 AM
Rosalinda Cantu	Rosie Cantu	01/18/2013 08:50 AM
Sylvia Solis	Erika Zamora	01/18/2013 11:21 AM
Auditor's Office	Erika Zamora	01/18/2013 11:45 AM
Erika Zamora	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Patti Loya Started On: 01/11/2013 09:45 AM

Final Approval Date: 01/18/2013

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED JAN 11 2013 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER'S / 085 **DATE:** 01/11/2013

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0018

REQUESTED POSITION TITLE: PUBLIC DEFENDER II
(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) $ 50,487.00 (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 ~~3-1100-461-412-30-085-003-0~~ Countywide Admin - Contingency

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)

Public Defender II position is needed to represent indigent defendants in County Court at law #8.

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

Represent indigent defendants.

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	1/11/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	Esther A. Cortez for HUMAN RESOURCES DIRECTOR	01.11.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01.11.13 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

PUBLIC DEFENDER II

GRADE: 14

GENERAL DESCRIPTION

Performs routine legal representation as a court appointed attorney for indigent clients. Work involves examining and preparing legal documents, rendering legal advice and counsel, conducting hearings, and assisting in preparing cases for trial; May train others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Advises staff and the public on legal matters and the interpretation and application of county laws and regulations

Prepares legal opinions, briefs, contracts, proposals, and reports

Conducts or assists in conducting administrative, regulatory, evidentiary, and enforcement hearings

Negotiate settlements on behalf of assigned clients

Researches points of law involved in hearings to determine the validity and completeness of cases cited

Investigates alleged law violations and prepared reports of findings

Review cases to determine if pretrial motions must be filed

Assists in preparing cases for court trial and in representing the county in matters before court as appropriate

Gather evidence to formulate defense or to initiate legal actions, by such means as interviewing witnesses to ascertain the facts of a case

Represents clients in court for misdemeanor cases; may represent clients in court for felony cases.

May draft or assist in drafting bills and amendments for legislative consideration

May provide research for policy and process questions

May serve as a liaison with complainants to be represented in an administrative hearing or with their authorized representatives

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum one (1) year of experience practicing law with litigation experience preferred; Graduation from an accredited law school with a Bachelor of Laws (LL.B.) or a Juris Doctor (J.D.) degree. Member must be in good standing with the State Bar of Texas.

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

Must possess a license to practice law in the State of Texas

Knowledge, Skills, and Abilities

Knowledge of legal principles, practices, and proceedings; and of laws, regulations, and rules related to the county.

Ability to comprehend and analyze complex legal issues and complicated factual details

Ability to work effectively with others as well as work independently, without close supervision

Ability to conduct hearings, to prepare opinions and briefs, to prepare cases for trial, to conduct research, to summarize findings, to interpret and apply laws, to use legal reference materials, and to communicate effectively

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

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, January 22, 2013** **Agenda Item:** 36334

Summary of request/proposal:
Discussion, consideration and approval to create one (1) full-time Public Defender II position, slot 0018, budgeted salary $50,487.00, effective upon commissioners court approval.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	PUBLIC DEFENDER II	0018	113	0.00	50,487.00	50,487.00
		TOTAL		**0.00**	**50,487.00**	**50,487.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-412-30-085-003-0-	113	PUBLIC DEFENDER-	REG F/T EMPLOYEES	$47,585.45
3-1100-412-30-085-003-0-	211	PUBLIC DEFENDER-	HEALTH INSURANCE	$3,924.69
3-1100-412-30-085-003-0-	212	PUBLIC DEFENDER-	LIFE INSURANCE	$25.45
3-1100-412-30-085-003-0-	220	PUBLIC DEFENDER-	FICA	$3,640.29
3-1100-412-30-085-003-0-	230	PUBLIC DEFENDER-	RETIREMENT	$4,910.82
3-1100-412-30-085-003-0-	250	PUBLIC DEFENDER-	UNEMPLOYMENT COMP	$237.93
3-1100-412-30-085-003-0-	260	PUBLIC DEFENDER-	WORKER'S COMP	$14.28
			2013 Budgetary Impact	$60,338.91

2014 Budgetary Impact: $64,018.11

Possible Funding Sources: CO WIDE ADMIN- CONTINGENCY
INTERDEP TRANSFER

Comments:

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: January 18, 2013

2013
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR PUBLIC DEFENDER'S OFFICE

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER		ACCOUNT NAME		Amount
FROM:				
3-1100-415-00-115-002-0-	899	CO WIDE ADM-	CONTINGENCY	(60,338.91)
TO:				
3-1100-412-30-085-003-0-	113	PUBLIC DEFENDER-	REG F/T EMPLOYEES	47,585.45
3-1100-412-30-085-003-0-	211	PUBLIC DEFENDER-	HEALTH INSURANCE	3,924.69
3-1100-412-30-085-003-0-	212	PUBLIC DEFENDER-	LIFE INSURANCE	25.45
3-1100-412-30-085-003-0-	220	PUBLIC DEFENDER-	FICA	3,640.29
3-1100-412-30-085-003-0-	230	PUBLIC DEFENDER-	RETIREMENT	4,910.82
3-1100-412-30-085-003-0-	250	PUBLIC DEFENDER-	UNEMPLOYMENT COMP	237.93
3-1100-412-30-085-003-0-	260	PUBLIC DEFENDER-	WORKER'S COMP	14.28
			TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND THE PRORATED SALARIES AND RELATED FRINGE BENEFITS FOR ONE (1) NEW PUBLIC DEFENDER II POSITION, SLOT 0018 (CCL #8). PERSONNEL ACTION PENDING CC APPROVAL.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-30-085-003-0

AI - 36334

PUBLIC DEFENDER

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PUBLIC DEFENDER II	$52,254.00	$0.00	$52,254.00	0.03	$1,567.62	$0.00	$53,822.00	$53,822.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53,822.00
0002	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0003	112	CHIEF PUBLIC DEFENDER	$87,360.00	$0.00	$87,360.00	0.03	$2,620.80	$0.00	$89,981.00	$89,981.00	$600.00	$0.00	$0.00	$0.00	$0.00	$90,581.00
0004	113	1st ASSISTANT PUBLIC DEFENDER	$65,825.00	$0.00	$65,825.00	0.03	$1,974.75	$0.00	$67,800.00	$67,800.00	$300.00	$0.00	$0.00	$0.00	$0.00	$68,100.00
0005	113	PUBLIC DEFENDER II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,002.00
0006	113	PUBLIC DEFENDER II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,002.00
0007	113	PUBLIC DEFENDER II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,002.00
0008	113	PUBLIC DEFENDER II	$54,021.00	$579.00	$54,600.00	0.03	$1,638.00	$0.00	$56,238.00	$56,238.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56,238.00
0009	113	INVESTIGATOR I	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$44,583.00	$480.00	$0.00	$0.00	$0.00	$0.00	$45,063.00
0010	113	INTAKE CLERK	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$32,769.00	$360.00	$0.00	$0.00	$0.00	$0.00	$33,129.00
0011	113	ADMINISTRATIVE ASSISTANT III	$35,157.00	$44.00	$35,201.00	0.03	$1,056.03	$0.00	$36,257.00	$36,257.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$37,517.00
0012	113	PUBLIC DEFENDER II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,002.00
0013	113	CLERK I	$18,564.00	$0.00	$18,564.00	0.03	$556.92	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	PUBLIC DEFENDER III	$0.00	$1,767.00	$1,767.00	0	$0.00	$0.00	$1,767.00	$0.00	$12.24	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	PUBLIC DEFENDER II	$0.00	$1,515.00	$1,515.00	0	$0.00	$0.00	$1,515.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	SOCIAL WORKER	$0.00	$1,202.00	$1,202.00	0	$0.00	$0.00	$1,202.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	ADMINISTRATIVE ASSISTANT I	$0.00	$702.00	$702.00	0	$0.00	$0.00	$702.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	**113**	**APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION PUBLIC DEFENDER II**	**$0.00**	**$50,487.00**	**$50,487.00**	**0**	**$0.00**	**$0.00**	**$50,487.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$613,613.00**	**$56,296.00**	**$669,909.00**		**$18,427.08**	**$0.00**	**$688,339.00**	**$613,545.00**	**$3,012.24**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$616,545.00**

PERSONNEL ACTION PENDING CC APPROVAL.

AI-36353 **20. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Norma Longoria Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

Approval to make payment of the following invoice #7013SC-F-01/claim to Antonio Esparza, M.D. in the amount of $2,772.00 for lease of office space for the month of January 2013, with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

BACKGROUND

3.1292.441.00.350.001.3.441

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1292-441-00-350-001-3-441

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

BUDGETARY IMPACT:

Funds available as of 1-17-13, pending year end grant carryovers.

Attachments

Invoice 7013SC-F-01

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/11/2013 04:28 PM
Ivan Cantu	Ivan Cantu	01/17/2013 03:00 PM
Auditor's Office	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Margarita Gonzalez Started On: 01/11/2013 03:07 PM

Final Approval Date: 01/18/2013

ANTONIO ESPARZA, M.D. RENTAL ACCOUNT

900 W. SAM HOUSTON, SUITE 1
PHARR, TX 78577

Invoice

Date	Invoice #
1/1/2013	7013SC-F-01

Bill To
County of Hidalgo

Description	Amount
January 2013 Rent	2,772.00

Phone #	Total	$2,772.00
956-783-1000		

AI-36186 **WIC 20. B.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC Obesity Prev. (1292, prog. #014):
Approval to amend the Program Attachment #01 to Contract 2012-041053: Nutrition Physical Activity and Obesity Prevention Grant (acct #3-1292-441-00-350-014-3-XXX), between the Department of State Health Services (DSHS) and the Hidalgo County Health and Human Services effective on 12-11-12. Purpose of amendment is to modify the Statement of Work.

BACKGROUND

DSHS Program Attachment

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1292-441-00-350-014-3-XXX

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

BUDGETARY IMPACT:

No fiscal impact for this agenda item. Amendement to grant is related to statement of work only. Categorical budget remains the same for FY 2013, pending year end grant carryovers by Auditor's Office-Grants Division.

Attachments

Amendment Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/14/2013 10:40 AM
Ivan Cantu	Ivan Cantu	01/18/2013 09:18 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Margarita Gonzalez Started On: 01/04/2013 04:51 PM

Final Approval Date: 01/18/2013

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH AND HUMAN SERVICES (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2012-041053 (Contract) in accordance with this Amendment No. 001A : NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION, effective 12/11/2012 .

The purpose of this Amendment is to modify the contract Statement of Work.

Therefore, DSHS and Contractor agree as follows:

The Program Attachment Number is revised as follows:

PROGRAM ATTACHMENT NO. ~~**001**~~ **001A**

SECTION II. PERFORMANCE MEASURES, items 3 and 5 are revised as follows:

3. Contractor shall report all monthly activities into ~~DSHS Program Management data and Tracking System (PMATS)~~ DSHS data and performance management system by the 10th day of each month beginning July 10, 2012, through June 10, 2013.

5. Submit end-of-year report (as referenced as Exhibit B) to Christina.Thi@dshs.state.tx.us by ~~June 30,~~ August 28, 2013.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

AI-36235 **Planning Department 21. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Reimbursement of a Cash Deposit
a. Cardinal Lake Subdivision – Pct. 4 (Cardinal Lots, Ltd.)

BACKGROUND

Attachments

Cardinal Lake Subdivision; Reimbursement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/09/2013 02:39 PM
Dale Kennan	Dale Kennan	01/09/2013 04:28 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Nora Cavazos Started On: 01/09/2013 02:20 PM

Final Approval Date: 01/18/2013

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **JANUARY 09, 2013**

Re: **CARDINAL LAKE SUBDIVISION – PCT. 4**

ON DECEMBER 28, 2012, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF ONE HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED SEVENTY DOLLARS AND NINETY EIGHT CENTS ($129,570.98) WAS USED TO SECURE THE FUNDS FOR THE PAVING IMPROVEMENTS, BUFFER FENCE, STREET TESTING, FIRE HYDRANT MARKERS AND THE INSTALLATION OF THIRTY (30) SEPTC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $34,350.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF THIRTY SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ALL SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $34,350.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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1304 S. 25th Street
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Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Dec. 14 2012

Received of: Cardinal Lots, Ltd $129570.98

One hundred twenty-nine thousand five hundred seventy and 98/100 Dollars

Subdivision: Cardinal Lake

Cash ____ Check # 1012 M.O. # ____

Received by: [signature]

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - Paving & Drainage	
Other Deposit 129570.98	
TOTAL	129,570.98

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 67483 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

CARDINAL LOTS LTD. TX DL 15276538 88-1544/1149 1012
"CARDINAL LAKE" DOB 01-19-64
PO BOX 721052
TX 78504 381-0481

DATE 12-13-12

PAY TO THE ORDER OF Hidalgo County $ 129,570.98

One hundred twenty-nine thousand five hundred seventy & 98/100 DOLLARS

Rio BANK

MEMO Escrow Cardinal Lake
Paving, Curbs, Signs, Septic tanks Testing Fees

⑆114915447⑆1012 ⑈2927651⑈

Visit Hidalgo County Planning Department on the web at www.co.hidalgo.tx.us

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

JANUARY 03, 2013

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: CARDINAL LAKE SUBDIVISION PH-1

Dear Mr. Sesin:

According to our records **30** of **30** lots pertaining to **CARDINAL LAKE SUBDIVISION PH 1** have a septic tank systems installed and can be expected to function properly .**CARDINAL LAKE SUBDIVISION PH 1** is located on Terry Rd. & Ramsayer Rd. in Edinburg Tx..

Sincerely,

Elizardo Ramos

Elizardo "Chardo" Ramos
Environmental Health
Division Manager

:

1304 S. 25th Edinbuirg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-36487 **District Attorney 22. A.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Bond Forfeiture Commission funds:
1. Discussion, consideration, and action of Order returning Bond Forfeiture Commission funds, collected on behalf of the District Attorney, to the District Attorney's Bond Forfeiture Commissions General Fund reserved fund account previously transferred to the Road and Bridge fund by the County Auditor through a journal entry.
2. Discussion, consideration and action ordering the reinstatement for the collection of the District Attorney Bond Forfeiture Commission funds.

BACKGROUND

See attachments for an explanation of the rules for collection and how the County Auditor's Office transferred the funds.

Fiscal Impact

FISCAL YEAR: 20XX **ACCT. #:** X-1100-341-10-XXX-0XX-0-000

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

BUDGETARY IMPACT:

acct #180-011 Co. Clerk-DA Bond Forf. Comm.
acct #090-008 District Clerk-DA Bond Forf. Comm. The Commissions stopped being collected by the District Clerk and County Clerk, as directed by the Co. Auditor's office. Please refer to attachments.

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-250-10-000-003-0-000

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

BUDGETARY IMPACT:

Reserved F/B-DA Bond Forfeiture Comm. Auditor's office transferred the total available reserved balance of $216,415.09 through JE #24853 dated 10-26-12 to R & B fund.

Attachments

Memo
JE & LTR from Auditor
Caselaw and Ltrs from Auditor
fact sheet
ORDER

Form Review

Inbox	Reviewed By	Date

Budget & Management	Obdett Calzada	01/17/2013 11:13 AM
Ivan Cantu	Ivan Cantu	01/17/2013 01:24 PM
Budget & Management	Obdett Calzada	01/17/2013 01:28 PM
Rosalinda Cantu	Rosie Cantu	01/18/2013 08:34 AM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Roy Cazares Started On: 01/17/2013 09:08 AM

Final Approval Date: 01/18/2013

MEMO

TO: HIDALGO COUNTY COMMISSIONERS COURT

FROM: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

SUBJECT: BOND FORFEITURE COMMISSIONS

DATE: January 17, 2013

On or about March 14, 2012, the Hidalgo County Auditor advised my office that the total amount of Bond Forfeiture Commissions collected on behalf of the District Attorney was $216,415.09, as of December 31, 2011. (*See attached correspondence*) These monies were collected pursuant to Section 41.005 of the Texas Government Code and placed in the County Treasury in the general fund and reserved on behalf of the District Attorney. The total commissions collected on behalf of the District Attorney represent revenues from both the District and County Clerk Offices dating back to 2000.

On or about October 18, 2012, the Hidalgo County Auditor advised both the Hidalgo County District Clerk and the Hidalgo County Clerk ("Clerks") that the commissions should not have been collected on behalf of the District Attorney. The Auditor further instructed the Clerks to deactivate the commission fee code through the IT department so that the entirety of the commissions collected could be credited to the Road and Bridge fund. (*See correspondence attached).* It is my understanding that the Auditor then made a journal entry on October 26, 2012, through journal entry JE-24853, transferring the funds from the reserve fund account for the District Attorney to the Road and Bridge fund. This was done without any discussion or consideration by my office and without any action by you, the governing body of the County.

I have reviewed the Auditor's correspondence to the Clerks and the basis identified for the deactivation of the commissions collected on behalf of the District Attorney. I have outlined below the Constitutional and Statutory requirements with regard to the collection of such commissions and

therefore, believe the actions of the Auditor were in error. Therefore, I am requesting that the Commissioners Court, by action, reinstate the collections of the commissions on behalf of the District Attorney as allowed under the law and as discussed more fully below.

Title 2 Judiciary, Subtitle C Prosecuting Attorneys, Chapter 41 of the Texas Government Code sets out the general provisions and statutory requirements relating to the Office of District Attorney. Section 41.005 entitled "COLLECTION OF MONEY" specifically outlines the District Attorney's statutory right to set aside a commission for money collected by the District Attorney. *See Tex. Govt. Code §41.005.* Subsection (a) of the provision states that the District Attorney shall pay any money collected into the treasury of the county, after deducting a commission. *See Tex. Govt. Code §41.005(a).* Subsection (b) of the provision states that the district or county attorney may retain a commission from money collected for the state or a county. *See Tex. Govt. Code §41.005(b).* The amount of the commission in any one case is 10 percent of the first $1,000 collected, and five percent of the amount collected over $1,000. *See id.* Furthermore, subsection (d) states that not later than the last day of August of each year, each district and county attorney shall file in the office of the comptroller or of the county treasurer, as the case may be, a sworn account of all money received by him by virtue of his office during the preceding year and payable into the state or county treasury. *See Tex. Govt. Code §41.005(d).*

The Auditor, however, has taken the position that since the District Attorney is paid on a salary basis, as allowed under the Constitution, he is not entitled to collect fees or commissions. In support of his position he has cited a footnote in the *Texas Practice: County and Special District Law Journal* suggesting that, by virtue of the District Attorney being paid on a salary basis, Government Code Section 41.005 should be ignored, and thus, the District Attorney has no authority to retain such a commission. A citation to a journal is not conclusive or controlling legal authority to support such a position, nor does it confirm that the District Attorney cannot set aside a commission on any fees collected.

Article XVI Section 61 of the Texas Constitution, directs the County Commissioners Court in Texas to set the compensation for District, County, and Precinct Officers on a salary basis in Counties having a population of 20,000 or more. *See Tex. Const. Art. XVI, Sec. 61.* This Section also directs that "all fees. . . collected by district, county or precinct officers shall be paid to the

county treasury." *See id.* Moreover, it does not preclude the setting aside of commissions on the fees collected by the district, county, or precinct officer. Instead, it specifically recognizes that such commissions are to be collected and paid into the county treasury.

It is important to note that Government Code Section 41.005 authorizes the District Attorney's right to set aside such commissions, irrespective of being paid on a salary basis. *See Tex. Govt. Code §41.005.* In addition, Section 154.003 of the Texas Local Government Code further directs district and county precinct officers (paid on a salary basis) to collect in a manner authorized by law all fees, commissions, and other compensation permitted for official services performed by the officer. *See Tex. Local Govt. Code §154.003.* This provision goes on to direct the officer to dispose of the collected money as provided by Chapter 113 of the Local Government Code. *See id.* Section 113.021(b) of the Texas Local Government Code requires that the county treasurer deposit the money in the county depository in the proper fund to the credit of the person or department collecting the money. *See Tex. Local Govt. Code §113.021(b).*

In this instance, the bond commission fees were collected lawfully in compliance with both Government Code Section 41.005 and Texas Local Government Code Section 154.003. The monies collected were paid into the county treasury and reserved in a separate fund on behalf of the District Attorney, as noted above. There was no basis in law or fact for the Auditor to deactivate the collection of the commissions, transfer the funds that had been collected since 2000 from the reserve fund, and to instruct the Clerks to cease the collection. These actions taken by the Auditor were outside the scope of his authority and at the very least, should have required Commissioners Court action. *See Tex. Const. Art. VIII, Sec. 9; see also Atty. Gen. Op. H-950 (1977).*

The purpose and effect of Article XVI §61, of the Texas Constitution was to abolish a fee basis form of compensation for officers, for counties having a population of 20,000 or more, and to direct the disposition of fees collected. In requiring the disposition of fees to be paid into the county treasury, Article XVI §61 recognizes that ***fees may be collected***, but effectively prohibits such fees from being used in the supplementing of the District Attorney's (or any elected or appointed district, county, and precinct officer) compensation if paid on a salary basis. *See Tex. Const. Art. XVI, §61.* There has never been any attempt by me or my office to direct that the commission funds collected be used to supplement my own salary.

Thus, neither the Texas Constitution nor Texas statutes prohibit the County of Hidalgo, including the County Clerk and District Clerk from collecting a commission on bond forfeitures on behalf of the District Attorney. The commissions collected may be paid to the county treasury and credited to the reserve fund account on behalf of the District Attorney, as maintained by the County Treasurer, for the purposes of complying with the requirements of the Texas Government Code, the Texas Local Government Code and the Texas Constitution. For these reasons, I am asking the court to reinstate the collection of the commissions as allowed under the law, and requesting that the funds transferred through journal entry JE-24853 be returned to the reserve fund account on behalf of the District Attorney. Commissioners Court is authorized under the law to take the action requested. *See Tex. Const. Art. VIII, Sec. 9; see also Atty. Gen. Op. H-950 (1977).*

Account Inquiry - FAINQ01A 5/17/12 9:00 am

Account No 2-1100-250-10-000-003-0-000 | Accounting Period 13 | Period | YTD | 300990 | pg 10 0 0 -1

Acct. Year 2 | Previous Year Info. | Description RESERVED F/B-DA BOND FORFEITURE COMM

Summary | Budgets | Open Encumb | Encumb Detail | All Encumb | Checks | Unposted Pay | Unprinted Pay | AJE | Recpts/Ir

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
00	.00	.00	.00	216,415.09	-216,415.09
10	.00	.00	.00	-216,415.09	.00
YTD	.00	.00	.00	.00	.00
PRE	.00	.00	.00	.00	.00
TOT	.00	.00	.00	.00	.00

Q as of 12/31/12

Journal Detail - FAINQ04A 08/31/07 2:15 pm

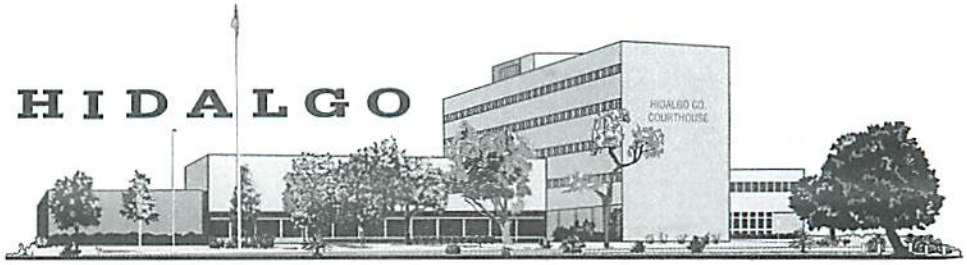
Journal Detail

☐ Show Controls

Batch Year 2 Batch No. 594 Reference No JE-24853

Account No	Journal Description	Debit	Credit	Journal Date	Account Per.	Type
2-1200-130-01-000-100-0-000	REC 2000-2012 DA BOND FORFEITURE REV	216,725.84		10-26-2012	10	19
2-1100-250-10-000-003-0-000	UNRSRV F/B DA BOND FORF COMM NOT ALLOWED	216,415.09		10-26-2012	10	32
2-1100-253-00-000-000-0-000	UNRSRV F/B DA BOND FORF COMM NOT ALLOWED		216,415.09	10-26-2012	10	39
2-1100-253-00-000-000-0-000	REC 2000-2012 DA BOND FORFEITURE REV	216,415.09		10-26-2012	10	39
2-1200-253-00-000-000-0-000	REC 2000-2012 DA BOND FORFEITURE REV		97,559.95	10-26-2012	10	39
2-1200-253-00-000-000-0-000	REC 2000-2012 DA BOND FORFEITURE REV		118,855.14	10-26-2012	10	39
2-1200-352-10-180-001-0-000	REC 2012 DA BOND FORFEITURE REV		310.75	10-26-2012	10	81
2-1100-130-01-000-200-0-000	REC 2000-2012 DA BOND FORFEITURE REV		216,725.84	10-26-2012	10	19
2-1100-341-10-180-011-0-000	REC 2000-2012 DA BOND FORFEITURE REV	310.75		10-26-2012	10	81

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

December 12, 2012

The Honorable Laura Hinojosa
Hidalgo County District Clerk
100 N. Closner, 1st Floor
Edinburg, Texas 78539

RE: DA Bond Forfeiture Commission

Dear Ms. Hinojosa:

Currently, the District and County Clerk collect a commission on bond forfeitures on behalf of the District Attorney. The commission is credited to the District and Count Clerk-Bond Forfeiture Accounts and the remaining bond forfeiture amount is credited to the Road and Bridge Fund. However, since the District Attorney is paid on a salary basis, the commission should not have been collected and the full bond forfeiture amount should be credited to the Road and Bridge Fund.

Pursuant to Local Government Code 114.002 which states, "The county auditor shall determine the time and manner for making reports to the auditor;" and in accordance with the letter sent to your office dated October 18, 2012, we have revised the District Clerk Monthly Fee Report. Please note that the District Attorney Bond Forfeiture Commission account (1100-341-10-090-008-0-000) has been removed from the report.

In addition, if action has not been taken, please contact the Information Technology Department to deactivate the commission fee code "DAC" from *Odyssey*. Furthermore, we request that a revised Monthly Fee Report for the month of September 2012 be submitted to the Auditor's Office by Friday, December 21, 2012.

If you should have any questions or would like to schedule a meeting to discuss this, please do not hesitate to call Yvonne Torres, Revenue Audit Supervisor, at 318-2511 ext. 4642, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

Cc: The Honorable Rene Guerra, Hidalgo County Criminal District Attorney
Valde Guerra, Commissioners Court Executive Officer
Renan Ramirez, Chief Information Officer

Enclosure

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.

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF MONTH YEAR

	# OF CASES			
DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))				
DIVORCE & FAMILY LAW CASES	# 0	Cases To Report	$ -	1100-207-20-000-051-0-000 $ -
OTHER THAN DIVORCE/FAMILY	# 0	Cases To Report	$ -	1100-207-20-000-052-0-000 $ -
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))				
DIVORCE & FAMILY LAW CASES	# 0	Actions To Report	$ -	
OTHER THAN DIVORCE/FAMILY	# 0	Actions To Report	$ -	1100-207-20-000-050-0-000 $ -
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	# 0	Cases To Report	$ -	
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08	# 0	Cases To Report	$ -	1100-207-20-000-055-0-000 $ -
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00				1100-341-10-090-011-0-000 $ -

$50<=10; $75(11-25); $100(26-100); $125(101-500); $150(501-1000) $200>1000

CLERK COST (GC 51.317(b)(1)&(b-1))	$ -		
OTHER CLERK COST (GC51.317-319)	$ -		
TIME PAYMENT (LGC 133.103) @$10.00		$ -	
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		$ -	
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)		$ -	
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		$ -	
NSF CHECK FEE (LGC 118.141)		$ -	
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))		$ -	
TOTAL CLERK'S FEES			1100-341-10-090-001-0-000 $ -
INTEREST EARNED FOR THE MONTH OF MONTH YEAR			1100-361-11-000-005-0-000 $ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)			1100-341-10-090-007-0-000 $ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00			1100-341-10-000-003-0-000 $ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50			1100-341-10-090-002-0-000 $ -
TIME PAYMENT (LGC 133.103) @ $12.50			1100-207-20-000-005-0-000 $ -
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00			1100-341-10-090-003-0-000 $ -
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00			1100-207-20-000-001-0-000 $ -
MASTER COURT FEES (14.82gFC) @$7.00			1100-341-10-090-004-0-000 $ -
JURY FEES (CCP 102.004) @$30.00			1100-341-10-090-006-0-000 $ -
PASSPORT EXECUTION FEE @$25.00			1100-341-10-090-013-0-000 $ -
PASSPORT PHOTO FEE @$15.00			1100-341-10-090-014-0-000 $ -
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00			1100-341-10-090-015-0-000 $ -
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)			1100-341-10-090-016-0-000 $ -
SHERIFF FEES (CCP 102.011) $ -			
SHERIFF FEES (HCSO) $ -			1100-342-10-090-001-0-000 $ -
CONSTABLE FEES(CCP 102.011) PCT. 1			1100-342-10-291-000-0-000 $ -
PCT. 2			1100-342-10-292-000-0-000 $ -
PCT. 3			1100-342-10-293-000-0-000 $ -
PCT. 4			1100-342-10-294-000-0-000 $ -
PCT. 5			1100-342-10-295-000-0-000 $ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)			1100-351-20-090-001-0-000 $ -
FINES (LGC 113.004)			1200-351-10-090-000-0-000 $ -
BOND FORFEITURES (CCP 22.16)			1200-352-10-090-001-0-000 $ -
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))			1225-341-10-080-000-0-000 $ -
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)			1241-341-10-090-001-0-000 $ -
# _____ CIVIL FILINGS X $5.00 =	$ -		
# _____ FELON. CONV.X $5.00 =	$ -		
# _____ MISD.CONV. X $3.00 =	$ -		
COUNTY RECORDS PRESERVATION (GC 51.708)			1238-341-10-090-001-0-000 $ -
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)			1238-341-20-090-001-0-000 $ -
# _____ CIVIL FILINGS X $5.00 =	$ -		
# _____ CRIM CONV. X $22.50 =	$ -		
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))			1235-341-10-090-000-0-000 $ -
# _____ CIVIL FILINGS X $5.00 =	$ -		
# _____ CRIM. FILINGS X $2.50 =	$ -		
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00			1239-341-10-090-001-0-000 $ -
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00			1240-341-10-090-001-0-000 $ -
LAW LIBRARY FEES (LGC 323.023) @$30.00			1247-341-10-090-001-0-000 $ -
OTHER COURT FEES: CRIMINAL CLERK FEE (CCP ART. 102.005)		$ -	
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)		$ -	
CRIME STOPPERS - ADULT PROBATION DEPT.		$ -	
MOTHERS AGAINST DRUNK DRIVING		$ -	
WOMEN TOGETHER EMERGENCY SHELTER		$ -	
ESTRELLA'S HOUSE		$ -	
ATTORNEY AD-LITEM		$ -	
SUBTOTAL		$ -	
LESS: LAW ENFORCEMENT LAB COSTS		$ -	
LESS: CRIME STOPPERS		$ -	
LESS: MOTHERS AGAINST DRUNK DRIVING		$ -	
LESS: WOMEN TOGETHER EMERGENCY SHELTER		$ -	
LESS: ESTRELLA'S HOUSE		$ -	
LESS: ATTORNEY AD-LITEM		$ -	
TOTAL OTHER COURT FEES			1100-341-10-090-005-0-000 $ -

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF MONTH YEAR

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ -
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ -
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ -
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ -
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ -
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ -
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ -
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ -
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ -
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ -
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ -
TABC: @ $35.00		1100-207-20-000-020-0-000	$ -
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ -
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ -
JUDICIAL SUPPORT FEE -**STATE**-(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ -
JUDICIAL SUPPORT FEE -**COUNTY**-(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ -
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ -
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ -
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ -
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ -
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ -
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ -
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ -
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE /**STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE /**COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
FAILURE TO APPEAR - STATE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ -
FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ -
FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ -
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ -

TOTAL CASH RECEIVED			$ -
LESS: AMOUNT PAID TO COUNTY TREASURER	$ -		
AMOUNT DUE TO COUNTY TREASURER	$ -		
AMOUNT OVERPAID TO COUNTY TREASURER	$ -		
OTHER DISBURSEMENTS	$ -		
TOTAL DISBURSEMENTS			$ -
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT			$ -

PROOF:

AMOUNT RECEIVED:	$ -
AMOUNT LIQ.:	$ -
CRIME STOPPERS (ADULT PROBATION):	$ -
LAW ENFORCEMENT LAB COSTS (DPS):	$ -
MOTHERS AGAINST DRUNK DRIVING	$ -
WOMEN TOGETHER EMERGENCY SHELTER	$ -
ESTRELLA'S HOUSE	$ -
ATTORNEY AD-LITEM	$ -
ADULT PROBATION:	$ -
SHORTAGE/OVERAGE	$ -
NET AMOUNT	$ -

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF MONTH YEAR

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)		0	$ -	0
CIVIL2)		0	$ -	0
CIVIL3)		0	$ -	0
CIVIL4)		0	$ -	0
CIVIL5)		0	$ -	0
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)		0	$ -	0
CRM2)		0	$ -	0
CRM3)		0	$ -	0
CRM4)		0	$ -	0
CRM5)		0	$ -	0
CRM6)		0	$ -	0
CRM7)		0	$ -	0
CRM8)		0	$ -	0
CRM9)			$ -	0
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			$ -	

PREPARED BY: _____ _____
BOOKKEEPER DATE

REVIEWED BY: _____
ACCOUNTANT DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____
INTERNAL AUDIT

_____ _____
DISTRICT CLERK SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM RE-DC-014, 12/2012

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

March 14, 2012

Honorable Rene Guerra
Hidalgo County Criminal District Attorney
Courthouse, 3rd Floor
100 N. Closner
Edinburg, Texas 78539

Re: Bond Forfeiture Commissions

Dear Mr. Guerra:

This letter is to notify you of funds reserved in the General Fund that represent collections of bond forfeiture commissions pursuant to Section 41.005 of the Government Code. The total amount reserved as of December 31, 2011 is $216,415.09 as follows:

Year	County Clerk Revenues	District Clerk Revenues	Expenditures	Amount Reserved
2000	550.00	-	$ -	550.00
2001	8,242.50	-	-	8,242.50
2002	6,000.00	5,470.00	-	11,470.50
2003	9,367.86	20,302.94	-	29,670.80
2004	11,001.44	14,461.51	-	25,462.95
2005	5,907.54	7,338.16	-	13,295.70
2006	9,662.89	21,029.73	-	30,692.62
2007	24,184.95	6,000.00	-	30,184.95
2008	12,865.97	6,082.75	-	18,948.72
2009	17,434.52	14,094.04	-	31,528.56
2010	11,800.82	2,153.82	-	13,954.64
2011	1,836.15	577.00	-	2,413.15
	$ 118,855.14	$ 97,559.95	$ -	$ 216,415.09

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, 645TH D.C.

Please contact the Department of Budget and Management in order to appropriate these available funds.

Sincerely,

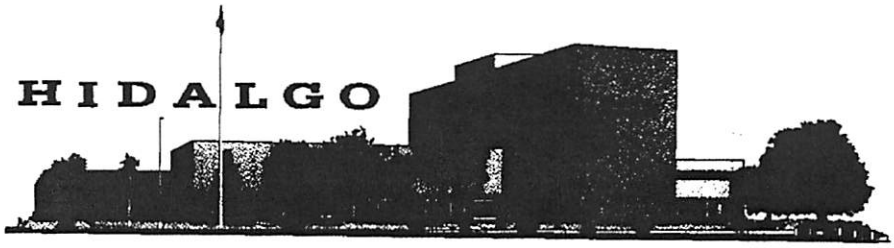
Raymundo Eufracio, CPA
Hidalgo County Auditor

CC: Mr. Sergio Cruz, Budget Officer

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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

October 18, 2012

The Honorable Laura Hinojosa
Hidalgo District Clerk
100 N. Closner, 1st Floor
Edinburg, Texas 78539

RE: DA Bond Forfeiture Commission

Dear Ms. Hinojosa:

Texas Constitution Article XVI, section 61 provides that all district officers in the State of Texas and all county officers in the counties having a population of 20,000 or more shall be compensated on a salary basis. It further states that all fees earned by district, county, and precinct officers shall be paid into the county treasury where earned for the account of the proper fund, provided that the fees incurred by the State and county shall be paid into the county treasury when collected.

Government Code Section 41.005(b) states that the district attorney "may retain a commission from money collected for the state or a county. The amount of the commission in any case is 10 percent of the first $1,000 collected, and five percent of the amount collected over $1,000.00."

Texas Practice-County and Special District Law, Administration of Justice, further confirms that "Government Code Section 41.005 should be ignored since the county and district attorneys are compensated on a salary basis and are required under the Constitution to return unto the county any fees or such commissions collected."

The District and County Clerk collect a commission on bond forfeitures on behalf of the District Attorney. The commission is credited to the District and Count Clerk-Bond Forfeiture Accounts and the remaining bond forfeiture amount is credited to the Road and Bridge Fund.

Since the District Attorney is paid on a salary basis, the commission should not have been collected and the full bond forfeiture amount should be credited to the Road and Bridge Fund.

Please contact the Information Technology Department to deactivate the commission fee code "DAC" from our electronic receipting system. In addition, a revised Monthly Fee Report will be prepared and sent to your office.

If you should have any questions or would like to schedule a meeting to discuss this, please do not hesitate to call Yvonne Torres, Revenue Audit Supervisor, at 318-2511 ext. 4642 or me at ext. 4645.

Respectfully,

Ray Eufracio, CPA
County Auditor

Cc: The Honorable Rene Guerra, Hidalgo County Criminal District Attorney
Valde Guerra, Commissioners Court Executive Officer
Renan Ramirez, Chief Information Officer

Enclosures

Notes of Decisions

Compensation for nonofficial services 1
Foreign county representation 2

1. Compensation for nonofficial services

Rev.Civ.St.1895, art. 299 (now, this section) applied only to cases which he was required by law to prosecute, and did not prevent his employment by the county for services outside of his official duties and receiving compensation therefor. Lattimore v. Tarrant County (1910) 57 Civ.App. 610, 124 S.W. 205.

2. Foreign county representation

The employment of a county attorney by commissioners' court of a foreign county to represent such foreign county in collection of delinquent taxes is lawful and valid. Op.Atty. Gen.1940, No. 0–2610.

§ 41.005. Collection of Money

(a) Not later than the 30th day after the date on which a district or county attorney receives any money collected for the state or a county, the district or county attorney shall, after deducting the commissions provided by this section, pay the money into the treasury of the state or of the county to which it belongs.

(b) The district or county attorney may retain a commission from money collected for the state or a county. The amount of the commission in any one case is 10 percent of the first $1,000 collected, and five percent of the amount collected over $1,000.

(c) Subsections (a) and (b) of this section also apply to money realized for the state under the laws governing escheat.

(d) Not later than the last day of August of each year, each district and county attorney shall file in the office of the comptroller or of the county treasurer, as the case may be, a sworn account of all money received by him by virtue of his office during the preceding year and payable into the state or county treasury.

Acts 1985, 69th Leg., ch. 480, § 1, eff. Sept. 1, 1985.

Revisor's Note

The revised law retains the provisions of V.A.C.S. Article 335 authorizing the county or district attorney to retain commissions when he or she collects money for the state or a county. It should be noted that, for district attorneys and salaried county attorneys, the commissions are to be deposited in the county treasury under Article XVI, Section 61, of the Texas Constitution.

Historical Note

Prior Law:
Acts 1876, p. 86.
G.L. vol. 8, p. 922.
Rev.Civ.St.1879, arts. 255, 257.
Rev.Civ.St.1895, arts. 295, 297.
Rev.Civ.St.1911, arts. 361, 363.
Vernon's Ann.Civ.St. arts. 335, 337.

Cross References

Escheat in general, see V.T.C.A. Property Code, § 71.001 et seq.
Report of money received,
Generally, see V.T.C.A. Local Government Code, § 114.045 and Vernon's Ann.C.C.P. art. 103.005.
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court to reduce the budget proposed by a criminal district attorney has been recognized in other cases.[32]

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§ 21.11 Fees

Aside from the hot check fees discussed elsewhere, any official statutory fees collected by a county or district attorney are generally turned over to the county depository for the proper account.[1] The Code of Criminal Procedure permits the assessment of a twenty-five dollar fee upon every defendant convicted of a misdemeanor or gambling offense.[2] A defendant placed on probation is not required to pay this special prosecutor fee.[3]

Prosecuting attorneys, in addition to court clerks, sheriffs, constables, and justices of the peace, are expressly authorized to collect the various fees provided for under title 2 of the Code of Criminal Procedure and pay them over to the county treasurer.[4]

At one time prosecuting attorneys were entitled to a ten percent commission on fines, forfeitures, and other monies collected for the state or county. This provision was repealed in 1985 view of the fact that the commission would be a fee of office ultimately going to the county or state anyway.[5] There is still, however, a provision entitling prosecuting

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§ 21.11

1. Vernon's Ann. Tex. Const. art. XVI, § 61. It is believed that there are no prosecuting attorneys compensated on a fee basis although this is still possible under Texas law. An earlier opinion concluded that a county attorney is not a "county law enforcement officer" under article XVI, § 61 required to be compensated on a salary basis. Op. Tex. Att'y Gen. No. V-748 (1948).

2. Vernon's Ann. C.C.P. art. 102.008 (increased from $15 in 1989; traffic offenses are excluded; see also, Id., art. 53.03 [repealed 1987]). A prosecutor pro tem is entitled to retain this fee. Id., art. 102.008(a).

3. Op. Tex. Att'y Gen. No. H-1135 (1978).

4. Vernon's Ann. C.C.P. arts. 103.003; 103.004. These fees include such assessments as witness fees, jury fees, and trial fees among others.

5. See, Id., art. 103.012, Revisor's Note; Op. Tex. Att'y Gen. Nos. V-421 (1947) (collection of conviction fee now provided by article 102.008, Code of Criminal Procedure, for D.W.I. prosecution by district attorney was in addition to ten percent commission of fine); V-64 (1947) (county attorney entitled to receive ten percent of fine in addition to ten dollar conviction fee); see generally, Voges v. Sheppard, 123 Tex. 96, 67 S.W.2d 856 (1934) (county attorney not entitled to fees from state for assisting district attorney in felony cases or performing district attorney's duties while absent).

attorneys to retain a ten percent commission on the first one thousand dollars and five percent thereafter on "any money" recovered on behalf of the state or county.[6]

The Code of Criminal Procedure requires any prosecuting attorney who may collect fines or fees in criminal cases to maintain a receipt book,[7] which is subject to examination by the county auditor.[8] Failure to observe these provisions is a criminal offense.[9] Additionally, a prosecuting official who collects money other than taxes is required to report to the commissioners court and the district court of all money received, from whom, and its disposition.[10] Prosecuting attorneys collecting money are also required to submit reports to the state comptroller or county treasurer as the case may be.[11] The duty of prosecuting attorneys to account for any money collected through its office is reiterated in other statutes requiring a "full report" to the commissioners court at every regular term of fines or judgments imposed, rendered, and collected.[12] Other provisions require district attorneys to report to the county clerk at the end of each district court term whereas the county attorney is required to make a comparable report at the end of every month to the county clerk.[13] Yet another statute requires district and county officials generally to keep a correct statement of fees, commissions, and specified sums.[14]

The attorney general has ruled that this hodge-podge of financial reporting responsibilities on the part of prosecuting officials necessitate an accounting of monies received under the hot check provisions of the Code of Criminal Procedure.[15]

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6. V.T.C.A., Government Code § 41.005, this provision is ignored since county and district attorneys are compensated on a salary basis and required under the Constitution to return unto the county any fees or such commissions collected. Vernon's Ann. Tex. Const. art. XVI, § 61.

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10. Id., art. 103.005. See, Op. Tex. Att'y Gen. No. M–105 (1967) (county and district attorney required to submit reports).

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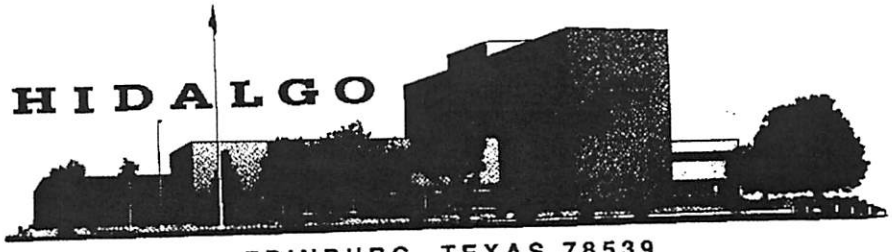
12. V.T.C.A., Local Government Code § 114.044.

13. Id., § 114.045.

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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

October 18, 2012

The Honorable Arturo Guajardo, Jr.
Hidalgo County Clerk
100 N. Closner, 1st Floor
Edinburg, Texas 78539

RE: DA Bond Forfeiture Commission

Dear Mr. Guajardo:

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Cc: The Honorable Rene Guerra, Hidalgo County Criminal District Attorney
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13. Id., § 114.045.

14. Id., § 114.041.

15. Op. Tex. Att'y Gen. No. MW–584 (1982).

District Attorney Bond Forfeiture Commissions
Fact Sheet

Departments Collecting Fee & Statutory Authority

Department Collecting Fee	Revenue Account No.	Amount of Fee	Type of Case	Statutory A
Co. Clerk	1100-341-10-180-011-0-000	10% of the first $1,000.00 and 5% of the amount collected over $1,000.00	Bond Forfeitures	GC Sec. 41
District Clerk	1100-341-10-090-008-0-000	10% of the first $1,000.00 and 5% of the amount collected over $1,000.00	Bond Forfeitures	GC Sec. 41

Legal Summary Analysis

GC Sec. 41.005 "Collection of Money"-

(a.) Not later than the 30th day after the date on which a district or county attorney receives any money collected for the state or a county, the district or county attorney shall, after deducting the commissions provided by this section, pay the money into the treasury of the state or of the county to which it belongs.

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(d.) Not later than the last date of August of each year, each district and county attorney shall file in the office of the comptroller or of a county treasurer, as the case may be, a sworn account of all money received by him by virtue of his office during the preceding year and payable into the state or county treasury.

Opinion No. H-950 "Payment of Remittance of a Judgement of a Bail Bond Forfeiture" In opinion No. H-950 dated 03-08-1977 the AG opined that a county auditor may legally approve a claim based upon a judgement for remittance of some or all of an amount recovered in a bail bond forfeiture. The claim should be paid from General Fund. ***In addition, the AG opined that the Commissioners Court is authorized to transfer funds from the R & B fund to the General Fund, as authorized by the Texas Constitution Article 8, Sec. 9.***

District Attorney Bond Forfeiture Commissions
Fact Sheet

Five Year Collection History (2008-2012)

		Actual YTD Revenues			
Revenue Account No.	**Account Description**	**2008**	**2009**	**2010**	**2011**
X-1100-341-10-180-011-0-000	County Clerk-DA Bond Forf Comm.	12,865.97	17,434.52	11,800.82	1,836.15
X-1100-341-10-090-008-0-000	District Clerk-DA Bond Forf Comm.	6,082.75	14,094.04	2,153.82	577.00
	GRAND TOTAL	**18,948.72**	**31,528.56**	**13,954.64**	**2,413.15**

Five Year Reserved Fund Balance History (2008-2012)

		Available Reserved Funds			
Reserved F/B Account	**Account Description**	**2008**	**2009**	**2010**	**2011**
X-1100-250-10-000-003-0-000	Reserved F/B-DA Bond Forfeiture Comm.	168,518.74	200,047.30	214,001.94	216,415.09
	GRAND TOTAL	**168,518.74**	**200,047.30**	**214,001.94**	**216,415.09**

***Auditor's office transferred the total available reserved balance of $216,415.09 through JE #24853 dated 10-26-12 to R & B fund balance without CC approval. CC approval is required as per AG Opinion No. H-950 and Texas Const. Article 8, Sec. 9.**

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*2012
216,415.09
216,415.09

AN ORDER OF THE HIDALGO COUNTY COMMISSIONERS COURT TRANSFERING FUNDS FROM ROAD AND BRIDGE TO THE GENERAL FUND

STATE OF TEXAS	§
	§
COUNTY OF HIDALGO	§

WHEREAS, Chapter 41.005, of the Texas Government Code, states that the Hidalgo County District Attorney shall, after deducting a commission, pay the money collected for the state or county into the county treasury;

WHEREAS, Chapter 41.005, of the Texas Government Code, authorizes the Hidalgo County District attorney to retain a commission from money collected for the state or county;

WHEREAS, On or about October 18, 2012, the Auditor advised both the Hidalgo County District Clerk and Hidalgo County Clerk to cease the collection of the aforementioned commissions on behalf of the District Attorney, and further instructed the Clerks and IT department to deactivate the commission fee code so that the entirety of the commissions collected could be credited to the Road and Bridge Fund;

WHEREAS, Prior to October 26, 2012, the commission funds retained by the Hidalgo County District Attorney were placed in the County Treasury General Fund and reserved on behalf of the Hidalgo County District Attorney;

WHEREAS, the Auditor then made a journal entry on October 26, 2012, JE-24853, transferring the funds from the General Fund reserve account for the Hidalgo County District Attorney to the Road and Bridge Fund, without approval or authorization from the Commissioners Court.

WHEREAS, Under Section 154.003, of the Texas Local Government Code, the Hidalgo County District Attorney, who is paid an annual salary, shall charge and collect in the manner authorized by law all fees, commissions, and other compensation permitted.

WHEREAS, the commissions collected are disposed by the County Treasurer, under Section 113.021(b), of the Texas Local Government Code, in the proper fund to the credit of the person or department collecting the money.

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS THAT: The collection of the commissions by the Hidalgo County District Clerk and Hidalgo County Clerk on behalf of the Hidalgo County District Attorney be reinstated; That the Funds transferred through journal entry JE-24853, to the Road and Bridge Fund be returned to the General Fund reserve fund account on behalf of the Hidalgo County District Attorney on this the _____ day of _____, 2013.

SIGNED AND DECREED on this the _____day of _____, 2013.

_____
Hon. Ramon Garcia, Hidalgo County Judge

_____
Hon. A.C. Cuellar,
Commissioner, Precinct 1

_____
Hon. Hector "Tito" Palacios,
Commissioner, Precinct 2

_____
Hon. Joe M. Flores,
Commissioner, Precinct 3

_____
Hon. Joseph Palacios,
Commissioner, Precinct 4

AI-36498 **District Attorney 22. B.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney

1.Bond Forfeiture:

a. Approval of the 2013 District Attorney's Office Bond Forfeiture Commission Budget.

b. Approval of 2013 appropriation of funds District Attorney's Office Bond Forfeiture Commission.

2. Pre-Trial Diversion:

a. Approval of the 2013 District Attorney's Office Pretrial Diversion Budget.

b. Approval of 2013 appropriation of the 2013 District Attorney's Office Pretrial Diversion.

3. Criminal DA/ Pre-Trial Diversion/ Bond Forfeiture/ HB 65/ Civil Litigation/ BPU

a. Approval of the following personnel actions as listed on Exhibit A:

1. salary increases/ decreases
2. reallocation of funds
3. position(s) and employee transfer(s)
4. auto allowance adjustments
5. creation/ deletion of slots
6. title changes

b. Approval of salary schedule(s).

BACKGROUND

Deleting the Assistant District Attorney positions along with the Criminal Investigators and creating there slots in either the DA Pre-Trial Diversion Account or the DA Bond Forfeiture Commission Account.

Mr. Guerra is giving a merit increase to the support staff. Funds are at the discretion of the District Attorney.

Attachments

DAHB65Exhibits

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 11:26 AM
Human Resources	Angela Garcia	01/18/2013 03:26 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Roy Cazares Started On: 01/17/2013 09:25 AM

Final Approval Date: 01/18/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE (01/22/2013)

3-1223-412-00-080-007-0 **AI - 36498**

DA INVESTIGATION HB65 **1/22/2013**

Slot #	Obj Code	POSITION TITLE	2013 BASE SALARY	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	HUMAN RESOURCES COORDINATOR IV	$2,091.00	$4,263.00	$0.00	$2,091.00	$6,354.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,354.00
0028	113	EXECUTIVE ASSISTANT II	$5,213.00	$2,846.00	$0.00	$5,213.00	$8,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,059.00
0029	113	EXECUTIVE ASSISTANT I	$5,097.00	$1,500.00	$0.00	$5,097.00	$6,597.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,597.00
0030	113	EXECUTIVE ASSISTANT I	$5,136.00	$1,000.00	$0.00	$5,136.00	$6,136.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,136.00
0031	113	ADMINISTRATIVE ASSISTANT II	$5,157.00	$2,387.00	$0.00	$5,157.00	$7,544.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,544.00
0032	113	EXECUTIVE ASSISTANT I	$5,136.00	$1,500.00	$0.00	$5,136.00	$6,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,636.00
0033	113	ACCOUNTANT IV	$5,178.00	$1,500.00	$0.00	$5,178.00	$6,678.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,678.00
0034	113	ADMINISTRATIVE ASSISTANT IV	$5,194.00	$2,000.00	$0.00	$5,194.00	$7,194.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,194.00
0035	113	ADMINISTRATIVE ASSISTANT IV	$5,091.00	$2,000.00	$0.00	$5,091.00	$7,091.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,091.00
0036	113	ADMINISTRATIVE ASSISTANT IV	$5,238.00	$2,000.00	$0.00	$5,238.00	$7,238.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,238.00
0037	113	ADMINISTRATIVE ASSISTANT IV	$5,238.00	$2,000.00	$0.00	$5,238.00	$7,238.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,238.00
0038	113	ADMINISTRATIVE ASSISTANT IV	$5,091.00	$1,300.00	$0.00	$5,091.00	$6,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,391.00
0039	113	ADMINISTRATIVE ASSISTANT IV	$5,238.00	$1,000.00	$0.00	$5,238.00	$6,238.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,238.00
0040	113	ADMINISTRATIVE ASSISTANT IV	$5,000.00	$1,000.00	$0.00	$5,000.00	$6,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,000.00
0041	113	ADMINISTRATIVE ASSISTANT III	$5,246.00	$1,000.00	$0.00	$5,246.00	$6,246.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,246.00
0042	113	ADMINISTRATIVE ASSISTANT II	$5,183.00	$2,000.00	$0.00	$5,183.00	$7,183.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,183.00
0043	113	ADMINISTRATIVE ASSISTANT III	$5,141.00	$1,000.00	$0.00	$5,141.00	$6,141.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,141.00
0044	113	ADMINISTRATIVE ASSISTANT II	$5,144.00	$500.00	$0.00	$5,144.00	$5,644.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,644.00
0045	113	ADMINISTRATIVE ASSISTANT II	$5,166.00	$984.00	$0.00	$5,166.00	$6,150.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,150.00
0047	113	ADMINISTRATIVE ASSISTANT I	$4,461.00	$4,913.00	$0.00	$4,461.00	$9,374.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,374.00
0048	113	ADMINISTRATIVE ASSISTANT II	$5,176.00	$2,571.00	$0.00	$5,176.00	$7,747.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,747.00
0049	113	ADMINISTRATIVE ASSISTANT II	$3,088.00	$1,000.00	$0.00	$3,088.00	$4,088.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,088.00
0050	113	ADMINISTRATIVE ASSISTANT II	$5,183.00	$500.00	$0.00	$5,183.00	$5,683.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,683.00
0052	113	ADMINISTRATIVE ASSISTANT II	$5,183.00	$2,000.00	$0.00	$5,183.00	$7,183.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,183.00
0053	113	ADMINISTRATIVE ASSISTANT II	$5,101.00	$1,000.00	$0.00	$5,101.00	$6,101.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,101.00
0058	114	CRIMINAL INVESTIGATOR I	$35,000.00	$0.00	$0.00	$35,000.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,000.00
0060	113	ASSISTANT DISTRICT ATTORNEY III	$11,698.00	$4,500.00	$3,788.00	$11,698.00	$16,198.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,198.00
T075	122	CLERK I	$20,800.00	$0.00	$0.00	$20,800.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,800.00
T076	122	CLERK I	$20,800.00	$0.00	$0.00	$20,800.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,800.00
T077	122	CLERK I	$20,800.00	$0.00	$0.00	$20,800.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,800.00
T078	122	CLERK I	$20,800.00	$0.00	$0.00	$20,800.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,800.00
T079	122	CLERK I	$20,800.00	$0.00	$0.00	$20,800.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,800.00
T080	122	CLERK IV	$41,600.00	$0.00	$0.00	$41,600.00	$41,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,600.00
0081	113	ASSISTANT DISTRICT ATTORNEY IV	$7,973.00	$0.00	$0.00	$7,973.00	$7,973.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,973.00
82	113	ADMINISTRATIVE ASSISTANT II	$0.00	$2,000.00	$0.00	$0.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
83	113	CLERK II	$0.00	$3,697.00	$0.00	$0.00	$3,697.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,697.00
84	113	CLERK II	$0.00	$3,697.00	$0.00	$0.00	$3,697.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,697.00
85	113	ADMINISTRATIVE ASSISTANT I	$0.00	$5,913.00	$0.00	$0.00	$5,913.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,913.00
86	113	CLERK II	$0.00	$3,697.00	$0.00	$0.00	$3,697.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,697.00
87	113	ADMINISTRATIVE ASSISTANT I	$0.00	$4,913.00	$0.00	$0.00	$4,913.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,913.00
88	113	CLERK II	$0.00	$3,697.00	$0.00	$0.00	$3,697.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,697.00
89	113	ADMINISTRATIVE ASSISTANT I	$0.00	$4,913.00	$0.00	$0.00	$4,913.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,913.00
90	113	CLERK II	$0.00	$3,697.00	$0.00	$0.00	$3,697.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,697.00
91	113	CLERK II	$0.00	$3,340.00	$0.00	$0.00	$3,340.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,340.00
92	113	ADMINISTRATIVE ASSISTANT II	$0.00	$1,500.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500.00

HIDALGO COUNTY
COMMISSIONER COURT
EXHIBIT A - DELETE POSITIONS

3-1223-412-00-080-007-0

AI - 36498

DA INVESTIGATION HB65

1/22/2013

Slot #	Obj Code	POSITION TITLE	2013 BASE SALARY	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY IV	$4,591.00	$0.00	$0.00	$4,591.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	ASSISTANT DISTRICT ATTORNEY III	$4,183.00	$0.00	$0.00	$4,183.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0003	113	ASSISTANT DISTRICT ATTORNEY IV	$3,662.00	$0.00	$0.00	$3,662.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	ASSISTANT DISTRICT ATTORNEY III	$4,149.00	$0.00	$0.00	$4,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	ASSISTANT DISTRICT ATTORNEY III	$4,182.00	$0.00	$0.00	$4,182.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	ASSISTANT DISTRICT ATTORNEY III	$3,628.00	$0.00	$0.00	$3,628.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	ASSISTANT DISTRICT ATTORNEY III	$4,115.00	$0.00	$0.00	$4,115.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	ASSISTANT DISTRICT ATTORNEY III	$4,175.00	$0.00	$0.00	$4,175.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	$5,140.00	$0.00	$0.00	$5,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	$5,216.00	$0.00	$0.00	$5,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	ASSISTANT DISTRICT ATTORNEY II	$5,170.00	$0.00	$0.00	$5,170.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	ASSISTANT DISTRICT ATTORNEY II	$2,652.00	$0.00	$0.00	$2,652.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	ASSISTANT DISTRICT ATTORNEY II	$4,499.00	$0.00	$0.00	$4,499.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	$5,170.00	$0.00	$0.00	$5,170.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	ASSISTANT DISTRICT ATTORNEY II	$1,722.00	$0.00	$0.00	$1,722.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	ASSISTANT DISTRICT ATTORNEY II	$1,660.00	$0.00	$0.00	$1,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	ASSISTANT DISTRICT ATTORNEY II	$1,581.00	$0.00	$0.00	$1,581.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	113	ASSISTANT DISTRICT ATTORNEY II	$3,229.00	$0.00	$0.00	$3,229.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	CRIMINAL INVESTIGATOR I	$4,569.00	$0.00	$0.00	$4,569.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	CRIMINAL INVESTIGATOR III	$4,118.00	$0.00	$0.00	$4,118.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	CRIMINAL INVESTIGATOR II	$4,167.00	$0.00	$0.00	$4,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0056	113	ASSISTANT DISTRICT ATTORNEY III	$8,516.00	$0.00	$0.00	$8,516.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0057	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	ASSISTANT DISTRICT ATTORNEY II	$2,897.00	$0.00	$0.00	$2,897.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0062	113	ASSISTANT DISTRICT ATTORNEY III	$9,831.00	$0.00	$0.00	$9,831.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0063	113	ASSISTANT DISTRICT ATTORNEY II	$1,585.00	$0.00	$0.00	$1,585.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0064	113	ASSISTANT DISTRICT ATTORNEY III	$3,193.00	$0.00	$0.00	$3,193.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0066	113	ASSISTANT DISTRICT ATTORNEY II	$1,368.00	$0.00	$0.00	$1,368.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0067	113	ASSISTANT DISTRICT ATTORNEY III	$8,653.00	$0.00	$0.00	$8,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0068	113	ASSISTANT DISTRICT ATTORNEY III	$2,050.00	$0.00	$0.00	$2,050.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0069	113	ASSISTANT DISTRICT ATTORNEY III	$2,123.00	$0.00	$0.00	$2,123.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0070	113	ASSISTANT DISTRICT ATTORNEY III	$1,984.00	$0.00	$0.00	$1,984.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0071	113	ASSISTANT DISTRICT ATTORNEY II	$4,646.00	$0.00	$0.00	$4,646.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$180,426.00	$0.00	$0.00	$180,426.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
EXHIBIT B - SALARY INCREASES

3-1223-412-00-080-007-0

AI - 36498

DA INVESTIGATION HB65

1/22/2013

Slot #	Obj Code	POSITION TITLE	2013 BASE SALARY Approved 01/01/2013	AMOUNT INCREASE	OTHER INCREASE	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
							Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	HUMAN RESOURCES COORDINATOR IV	$2,091.00	$4,263.00	$0.00	$6,354.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,354.00
0028	113	EXECUTIVE ASSISTANT II	$5,213.00	$2,846.00	$0.00	$8,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,059.00
0029	113	EXECUTIVE ASSISTANT I	$5,097.00	$1,500.00	$0.00	$6,597.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,597.00
0030	113	EXECUTIVE ASSISTANT I	$5,136.00	$1,000.00	$0.00	$6,136.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,136.00
0031	113	ADMINISTRATIVE ASSISTANT II	$5,157.00	$2,387.00	$0.00	$7,544.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,544.00
0032	113	EXECUTIVE ASSISTANT I	$5,136.00	$1,500.00	$0.00	$6,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,636.00
0033	113	ACCOUNTANT IV	$5,178.00	$1,500.00	$0.00	$6,678.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,678.00
0034	113	ADMINISTRATIVE ASSISTANT IV	$5,194.00	$2,000.00	$0.00	$7,194.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,194.00
0035	113	ADMINISTRATIVE ASSISTANT IV	$5,091.00	$2,000.00	$0.00	$7,091.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,091.00
0036	113	ADMINISTRATIVE ASSISTANT IV	$5,238.00	$2,000.00	$0.00	$7,238.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,238.00
0037	113	ADMINISTRATIVE ASSISTANT IV	$5,238.00	$2,000.00	$0.00	$7,238.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,238.00
0038	113	ADMINISTRATIVE ASSISTANT IV	$5,091.00	$1,300.00	$0.00	$6,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,391.00
0039	113	ADMINISTRATIVE ASSISTANT IV	$5,238.00	$1,000.00	$0.00	$6,238.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,238.00
0040	113	ADMINISTRATIVE ASSISTANT IV	$5,000.00	$1,000.00	$0.00	$6,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,000.00
0041	113	ADMINISTRATIVE ASSISTANT III	$5,246.00	$1,000.00	$0.00	$6,246.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,246.00
0042	113	ADMINISTRATIVE ASSISTANT II	$5,183.00	$2,000.00	$0.00	$7,183.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,183.00
0043	113	ADMINISTRATIVE ASSISTANT III	$5,141.00	$1,000.00	$0.00	$6,141.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,141.00
0044	113	ADMINISTRATIVE ASSISTANT II	$5,144.00	$500.00	$0.00	$5,644.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,644.00
0045	113	ADMINISTRATIVE ASSISTANT II	$5,166.00	$984.00	$0.00	$6,150.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,150.00
0047	113	ADMINISTRATIVE ASSISTANT I	$4,461.00	$4,913.00	$0.00	$9,374.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,374.00
0048	113	ADMINISTRATIVE ASSISTANT II	$5,176.00	$2,571.00	$0.00	$7,747.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,747.00
0049	113	ADMINISTRATIVE ASSISTANT II	$3,088.00	$1,000.00	$0.00	$4,088.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,088.00
0050	113	ADMINISTRATIVE ASSISTANT II	$5,183.00	$500.00	$0.00	$5,683.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,683.00
0052	113	ADMINISTRATIVE ASSISTANT II	$5,183.00	$2,000.00	$0.00	$7,183.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,183.00
0053	113	ADMINISTRATIVE ASSISTANT II	$5,101.00	$1,000.00	$0.00	$6,101.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,101.00
0060	113	ASSISTANT DISTRICT ATTORNEY III	$11,698.00	$4,500.00	$3,788.00	$19,986.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,986.00
				$48,264.00								

HIDALGO COUNTY
COMMISSIONER COURT
EXHIBIT C - New Slots

3-1223-412-00-080-007-0

AI - 36498

DA INVESTIGATION HB65

1/22/2013

Slot #	Obj Code	POSITION TITLE	2013 BASE SALARY										
82	113	ADMINISTRATIVE ASSISTANT II	$2,000.00										
83	113	CLERK II	$3,697.00										
84	113	CLERK II	$3,697.00										
85	113	ADMINISTRATIVE ASSISTANT I	$5,913.00										
86	113	CLERK II	$3,697.00										
87	113	ADMINISTRATIVE ASSISTANT I	$4,913.00										
88	113	CLERK II	$3,697.00										
89	113	ADMINISTRATIVE ASSISTANT I	$4,913.00										
90	113	CLERK II	$3,697.00										
91	113	CLERK II	$3,340.00										
92	113	ADMINISTRATIVE ASSISTANT II	$1,500.00										

AI-35505 **23. A. 3.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Martha L. Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (6) any land or right-of-way;

a. Approval to enter into a lease agreement (subject to legal's final review) between Hidalgo County and Joe E. Garcia for the purpose of housing the "Lease of Office Space in the City of Edinburg to House the 430th District Court and/or Other County Offices" in a building located at 323 West Cano, Edinburg, Texas for an initial term of (2) two years with the County's sole option to renew and extend two (2) additional one (1) year terms; or in the alternative and not recommended for action by Purchasing;

b. Requesting authority to exercise the second (2nd) & final one (1) year extension (as provided in the current lease agreement) for the "Lease of Office Space in the City of Edinburg to House the 430th District Court and/or Other County Offices" (under the same rates, terms and conditions) with the Honorable Joe E. Garcia in connection to Lease Agreement# E-12-063-01-24 (C-10-346-01-25), effective, February 01, 2013;

BACKGROUND

Extension-Joe E. Garcia in connection to E-12-063-01-24 (C-10-346-01-25)
Draft Lease Agreement

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-010-001-0-441

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

BUDGETARY IMPACT:

Funding to cover the months of February & March 2013 in the amount of $20,379.60 pending approval of interdept transfer, AI #36503, CC 1-22-13. Additional funding will be provided on a quarterly basis.

Req #229386 for Maxima Business Center; funds available as of 1-17-13 to cover the month of January 2013.

Monthly rent is $10,189.80/month

Attachments

Extension/Lease-Joe E Garcia(430th DC)

DRAFT LEASE AGREEMENT-JOE E GARCIA-430TH

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/10/2013 01:54 PM

Budget & Management	Obdett Calzada	01/10/2013 02:15 PM
Ivan Cantu	Ivan Cantu	01/17/2013 10:38 AM
Auditor's Office	Monica Badillo	01/18/2013 04:42 PM
Purchasing Department	Marty Salazar	01/18/2013 05:10 PM

Form Started By: Letty Saenz Started On: 11/29/2012 04:00 PM

Final Approval Date: 01/18/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 20, 2012

Hon. Jose E. Garcia, Trustee
4401 N. McColl Rd.
McAllen, Texas 78504
Ph. # (956) 630-0081

via email jeg@gvlaw.net
via facsimile (956) 630-3631
via certified mail

Re: Renewal/Extension-E-12-063-01-24 (C-10-346-01-25)-"Lease of Office Space in Edinburg to House the 430th District Court"- Hidalgo County

Dear Mr. Garcia:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (Second & Final Year) of the additional two (2) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: Jose E. Garcia Date: 11/20/2012
Honorable Jose E. Garcia, Trustee

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Lyra Salazar
- 1727 W University Dr
- Edinburg, TX 78539-2824
- 956-381-4300

Issue Date (MM/DD/YY) 11/21/2012

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 shown below.

St. 19 Dist. 42 Agent 380

Insured Name & Address
- GARCIA, JOE E.
- SEE E0002
- 4301,4303,4305 & 4311 N MCCOLL
- MCALLEN, TX 78504

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D _____

Coverages

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.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A		General Liability	605058020	11/23/2011	11/23/2012	General Aggregate	$ 4,000,000
	X	Commercial General Liability				Products-Comp/OPS Aggregate	$ 2,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 2,000,000
		Contractual - Incidental Only				Each Occurrence	$ 2,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 100,000
						Medical Expense (Any one person)	$ 5,000
		Automobile Liability				Combined Single Limit	$
		All Owned Commercial Autos				Bodily Injury (Per person)	$
		Scheduled Autos				Bodily Injury (Per accident)	$
		Hired Autos				Property Damage	$
		Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory	
						Each Accident	$
						Disease - Each Employee	$
						Disease - Policy Limit	$

Description of Operations/Vehicles/Restrictions/Special items:

111 S 9TH STREET EDINBURG, TX 78539

Certificate Holder

Name & Address
- HIDALGO COUNTY
- 2812 S BUSINESS HWY 281
- EDINBURG, TX 78539
-

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

LYRA SALAZAR
Authorized Representative

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Lyra Salazar
- 1727 W University Dr
- Edinburg, TX 78539-2824
- 956-381-4300

Issue Date (MM/DD/YY) 11/21/2012

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 shown below.

St. 19 Dist. 42 Agent 380

Insured Name & Address
- GARCIA, JOE E.
- SEE E0002
- 4301,4303,4305 & 4311 N MCCOLL
- MCALLEN, TX 78504

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D

Coverages

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.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A		General Liability	605058020	11/23/2012	11/23/2013	General Aggregate	$ 4,000,000
	X	Commercial General Liability				Products-Comp/OPS Aggregate	$ 2,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 2,000,000
		Contractual - Incidental Only				Each Occurrence	$ 2,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 100,000
						Medical Expense (Any one person)	$ 5,000
		Automobile Liability				Combined Single Limit	$
		All Owned Commercial Autos				Bodily Injury (Per person)	$
		Scheduled Autos				Bodily Injury (Per accident)	$
		Hired Autos				Property Damage	$
		Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory	
						Each Accident	$
						Disease - Each Employee	$
						Disease - Policy Limit	$

Description of Operations/Vehicles/Restrictions/Special items:

111 S 9TH STREET EDINBURG, TX 78539

Certificate Holder

Name & Address
- HIDALGO COUNTY
- 2812 S BUSINESS HWY 281
- EDINBURG, TX 78539
-

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

LYRA SALAZAR
Authorized Representative

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 10, 2012

E-12-063-01-24

Hon. Jose E. Garcia, Trustee
4401 N. McColl Rd.
McAllen, Texas 78504
Ph. # (956) 630-0081

via email jeg@gvlaw.net
via facsimile (956) 630-3631
via certified mail

Re: Renewal/Extension-C-10-346-01-25-"Lease of Office Space in Edinburg to House the 430th District Court"- Hidalgo County

Dear Mr. Garcia:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (First 1st Year) of the additional two (2) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: Jose E. Garcia Date: 1-11-2012
Honorable Jose E. Garcia, Trustee

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
Lyra Salazar
1727 W University Dr
Edinburg, TX 78539-2824
956-381-4300

Issue Date (MM/DD/YY) 01/11/2012

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 shown below.

St. 19 Dist. 42 Agent 380

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D

Insured Name & Address
GARCIA, JOE E.
SEE E0002
4301,4303,4305 & 4311 N MCCOLL
MCALLEN, TX 78504

Coverages

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.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A		General Liability	605058020	11/23/2011	11/23/2012	General Aggregate	$ 4,000,000
	X	Commercial General Liability				Products-Comp/OPS Aggregate	$ 2,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 2,000,000
		Contractual - Incidental Only				Each Occurrence	$ 2,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 100,000
						Medical Expense (Any one person)	$ 5,000
		Automobile Liability				Combined Single Limit	$
		All Owned Commercial Autos				Bodily Injury (Per person)	$
		Scheduled Autos				Bodily Injury (Per accident)	$
		Hired Autos				Property Damage	$
		Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory	
						Each Accident	$
						Disease - Each Employee	$
						Disease - Policy Limit	$

Description of Operations/Vehicles/Restrictions/Special items:

111 S. 9TH STREET
EDINBURG, TX 78539

DEDUCTIBLE- $2,500
DWELLING COVERAGE- $492,653

Certificate Holder

Name & Address
HIDALGO COUNTY
100 E. CANO
EDINBURG, TX 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

AGENDA
CC CONSENT
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 24, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held 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 Commissioner, 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.

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. **2011 Intradepartmental Transfers:**

   A. **AI-30450** 2011 - Health & Human Services Dept. (1293)

   B. **AI-30457** 2011 - Health & Human Services Dept. (1293)

   C. **AI-30690** 2011 - Health & Human Services Dept. (1293)

   D. **AI-30485** 2011 - Health & Human Services Dept. (1100)

   E. **AI-30480** 2011 - Health & Human Services Dept. (1293)

   F. **AI-30552** 2011 - Health & Human Services Dept. (1293)

   G. **AI-30487** 2011 - Health & Human Services Dept. (1293)

   H. **AI-30689** 2011 - CO2010A&B - Sheriff Substation in Pct. #1 (1342)

A. **AI-30591** Self-Funded Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $55,861.23 for the period of January 1-15, 2012 and requesting approval of wire transfer.

13. **Purchasing Dept:** all
Notes: Purchasing items

APPROVED

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **AI-30458** Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for the following Hidalgo County Pct 2 BCAP projects:

Concern

1. Road & Drainage Construction for Pentecostal Subdivision;
2. Road & Drainage Construction for Southside Subdivision.

B. **AI-30562** **Cooperative Agreements:**
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

C. **AI-30561** **JP Precinct 3 Place 1:**
Requesting approval of a correction on a Xerox copier model number from WC7345 to WC7346 previously approved through Commissioner's Court consent agenda item #AI -16083 on 6/30/2009 for 39 months.

D. **AI-30551** Requesting authority to enter into a self-service storage rental agreement and execute required agreement with Danaby Rentals, Inc. for the (I.T.) Information Technology Department in the amount of $145.00/month = $1,740.00/year through requisition #208070 through account #2-1100-415-00-200-001-0-441.

Concern

E. **AI-30536** Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and/or driver(s) for: Elections Department.

F. **AI-30532** **Planning Department:**
Requesting authority to enter into a 12 month renewal of annual on-line lease agreement with Carson Map Company for the Planning Dept. in the total amount of $1,272.50/year (total of 8 users) from 1/1/12 thru 12/31/12 for requisition #208973; (2-1100-419-10-210-001-0-534).

G. **AI-30529** **WIC:**
1. Requesting approval and authority to enter into a 3 year commercial alarm monitoring services and execute required commercial alarm monitoring agreement of $15.00/month with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the Rio Grande WIC Office through requisition #208814, effective upon approval; (2-1292-441-00-350-001-2-413).

2. Requesting approval and authority to execute required equipment purchase agreement (commercial) for a one time activation fee (only) of $65.00 with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the Rio Grande WIC Office through requisition #208814, effective upon approval; (2-1292-441-00-350-001-2-413).

H. **AI-30526** Acceptance and approval of Invoice #11324029 in the amount of $4,655.12, from L&G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation," C-11-054-04-12.

I. **AI-30520** **Facilities Management:**
Acceptance and approval to pay Invoice #15261 (PO #663177) as submitted by Separation Systems Consultants, Inc. (SSCI) awarded vendor with TCPN Contract #R5068 in connection with the additional tests & reportings for the Mold Remediation at the new Autopsy Facility in Edinburg in the amount of $3,455.13 with authority for County Treasurer to issue check after County Auditor's review and processing procedures are completed.

J. **AI-30523** Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11324019-$25,325.48 for "Mile 2 North (From Moorefield Rd to La Homa Rd)"- C-11-195-06-28;
2. Invoice No. 11324024-$2,750.00 for "La Homa Rd Project"-C-08-031-02-12;
3. Invoice No. 11324014- $12,432.85 for "FM 681 From FM 2221 to SH 107"-C-09-192-06-08;
4. Invoice No. 11324015- $5,163.00 for "FM 681 Project; From FM 2221/FM 492"-C-09-192A-06-08.

K. **AI-30513**  Requesting authority to exercise the one (1) year extension (as provided in the current lease agreement) for the "Lease of Office Space in the City of Edinburg to House the 430th District Court and/or Other County Offices" (under the same rates, terms and conditions) with the Honorable Joe E. Garcia in connection to Lease Agreement #C-10-346-01-25.

APPROVED

AI-30513 **18. 0.**

CC CONSENT

Meeting Date: 01/24/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the one (1) year extension (as provided in the current lease agreement) for the "Lease of Office Space in the City of Edinburg to House the 430th District Court and/or Other County Offices" (under the same rates, terms and conditions) with the Honorable Joe E. Garcia in connection to Lease Agreement #C-10-346-01-25.

BACKGROUND

Extension-Joe E. Garcia in connection to C-10-346-01-25

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-010-001-0-441

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Extension-Joe E. Garcia-Lease of Office Space-430th District Crt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/12/2012 08:49 AM
Purchasing Department	Marty Salazar	01/12/2012 08:49 AM
Budget & Management		
Auditor's Office		

Form Started By: Letty Saenz Started On: 01/10/2012 05:21 PM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-10-346-01-25

THIS LEASE is made and entered into by and between **JOSE E. GARCIA**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this "Lease" as "Lessee", in accordance with the Request for Bids (RFB) Procurement Packet, attached hereto as Exhibit "A".

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "B", the "Premises", attached hereto and Lessor and Lessee agree to the consisting of **Five Thousand Five Hundred Eight (5,508)** square feet.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for **one (1) year** commencing on **February 1, 2011** (as hereinafter defined) and ending on **January 31, 2012** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date

shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an **additional two (2) one (1) year terms**, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon Lessee's

electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Ten Thousand One Hundred Eighty Nine Dollars and Eighty/100ths **($10,189.80)** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first (1st) business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **(4401 North McColl, McAllen, Texas 78504)** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at

the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that will result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's and Lessee's Duties to Repairs

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's Duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintenance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any

other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended

coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessor. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of

Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole

or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The

rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions

required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and

Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	**Lessee:**
Jose E. Garcia, Owner	County of Hidalgo
4401 North McColl	Attn: County Judge
McAllen, Texas 78504	1615 South Closner, Suite J
	Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of January 25, 2011.

LESSOR:
JOSE E. GARCIA, OWNER

By: _____
Jose E. Garcia, Owner

LESSEE:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Approved by Commissioners' Court
on 1/25/2011

By: _____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court January 25, 2011

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"
Bid No: 2010-346-10-27-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 6 pages.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Lease Agreement, consisting of 29 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) 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

October 12, 2010
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

October 12, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"**
Bid No: 2010-346-10-27-ERT

Dear Gentleman/Ladies:

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, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

Bid No: 2010-346	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE OFFICE SPACE - CITY OF EDINBURG - HOUSE A STATE DISTRICT COURT"

BID OPENING DATE:

OCTOBER 27, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"** 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-2010-346-10-27-ERT HIDALGO COUNTY - "LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 27, 2010. 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 REQUEST FOR BIDS-2010-346-10-27-ERT RFB-HIDALGO COUNTY – "LEASE OFFICE SPACE- CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT".** 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid 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. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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:

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 - "LEASE OFFICE SPACE- CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County
Valde Guerra, Budget Officer
2818 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Valde Guerra (956) 292-7025

17. Schedule of Events

Bid Opening, 9:30 AM	**OCTOBER 27, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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 judgement 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
"LEASE OFFICE SPACE-CITY OF EDINBURG -HOUSE A STATE DISTRICT COURT"
BID NO.: 2010-346-10-27-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
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: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY
LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT
BID NO. 2010-346-10-27-ERT

SPECIFICATIONS

SCOPE OF WORK:
Hidalgo County is seeking bidders to establish a contract for "Lease Office Space-City of Edinburg-House a State District Court". The proposed building should be in good habitable condition and shall consist of the following:

SPECIFICATIONS:

1. **Hidalgo County has the sole option to award the amount of square feet required.**

2. **Hidalgo County will ONLY award the amount of square feet required.**

3. The proposed office building shall consist of a minimum of 5,000 square feet of available office space for Hidalgo County.

4. Hidalgo County will determine the final configuration of the floor plan.

5. Bidder shall charge by the square foot for the rental of space on a monthly basis.

6. The proposed building should be located within a two (2) block radius of the Hidalgo County Courthouse located at 100 N Closner Blvd, Edinburg, TX.

7. The proposed building must meet all ADA Requirements including but not limited to, all entrances, restrooms and/or parking areas. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, forty-five (45) days from the date of the awarding of the bid and execution of the lease document, or the award will become null/void.

8. If any renovations to the building are necessary in order to comply with the specifications mentioned herein, said renovations will be made by the bidder and at the bidder's expense. The renovations will be completed and constructed according to a floor plan, diagram or scheme as requested and approved by Hidalgo County Judicial Court. All remodeling or renovations will be completed ninety (90) days from the date of bid award. If completion date is not met,

awarded bid and lease may become null/void.

9. Said building shall accommodate for Courtroom with measurements a minimum of 800 square feet for:
a. Lawyers Bar Wall
b. Judge's Bench
c. Jury Box
d. Witness Stand
e. Court Reporters Area

10. Said building shall accommodate a minimum of 2 offices for District Clerk staff and for a file room with a minimum of 100 square feet each.

11. Lobby to be with said measurement of a minimum of 300 square feet.

12. Restrooms as follows:
a. One (1) Staff (Unisex)
b. One (1) Unisex
c. One (1) Male
d. One (1) Female

13. Jury room with a minimum of 180 square feet.

14. Bid premises must have public restrooms, one (1) for men, one (1) for women and shall be handicapped accessible. Separate restroom facilities for employees.

15. Storage area with a minimum of 50 square feet.

16. Staff open space with a minimum of 250 square feet.

17. Judge's chambers space with a minimum of 180 square feet.

18. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

19. The guest parking lot shall consist of a minimum of forty (40) parking spaces with a minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.

20. The building should be well insulated with ERA rating of minimum of eleven (11).

21. Prior to occupancy or commencement of the contract and every year afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.

- Hidalgo County reserves the right to review the Indoor Quality Test results.

22. During the term of the lease, the building must be well ventilated as required by law: Carbon Dioxide level cannot be more than 700 ppm of contiguous outside ambient air, and Carbon Dioxide levels cannot exceed 1200 ppm. If there are gas appliances (heaters, a/c system), prior to occupancy and as required by Lessee, Lessor must provide documentation proof that all gas operating appliances have been inspected and are functioning properly to prevent the inappropriate accumulation of Caron Monoxide levels. If Carbon Monoxide levels are identified. Carbon Monoxide Levels must not exceed 1 ppm.

23. During the term of the lease, all air conditioning systems must comply with the American Society of Heating, Refrigeration and Air-Conditioning Engineers Specifications (ASHRAE). Proof of compliance with specifications must be provided at the time of the bid. Maintenance of air conditioning, heating will be the responsibility of the lessors expense.

24. Prior to occupancy, plus during the term of the lease upon written request of Lessee, Lessor will provide documentation from an approved laboratory source that biological contaminant levels (i.e., mold, mold spores, fungi, yeast, etc.) within the building do not exceed more than 10% of contiguous outside air levels.

25. HVAC Systems must be cleaned and inspected prior to occupancy by Hidalgo County and on an annual basis at the Lessor's expense.

26. Hidalgo County requires a third party inspection, at Lessor's expense, of roof system assessment with reports on:
    a. Age, Condition, and Warranty of the Roof

27. Hidalgo County requires the Lessor to maintain a weather tight roof system throughout the term of the lease.

28. Bid premises shall have water, sewer, garbage pickup in addition to electricity and natural gas. Building must have natural adequate lighting at each hallway and office area, with not less than 70 foot candles at any desk station.

29. Security lighting must be provided on the outside of the proposed building and approved by Hidalgo County.

30. The bidder who will be awarded the contract/lease will ensure that the facilities (toilets, water faucets, and air conditioning, heating, etc.) within the building are working properly before and during the rental/lease of the building and will provide all upkeep and maintenance under the lease.

31. Building shall be in good working condition and be handicap accessible to provide services to all clients.

32. All repairs will be done on a timely manner as prioritized by Hidalgo County.

33. Bidder must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

34. Hidalgo County must have permission to install phone lines, audio, video and/or data cabling in the facility if necessary.

35. Prior to occupancy, Lessor must provide documented proof that the building is asbestos free, if applicable.

36. Upon submission of bid, Hidalgo County reserves the right to tour and visit proposed building.

37. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that the building is meeting up to standards requirements while contract is ongoing with the County.

38. Building must be free of insects and rodents prior to occupancy by the Hidalgo County Judicial Court. Pest control maintenance will be at the Lessor's expense throughout the term of the contract/lease.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Bidder(s) shall provide insurance for the building to be leased against fire,

accidents and natural disaster throughout the term of lease. Also, Bidder shall maintain liability insurance on the premises as indicated on Exhibit "C".

2. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by lessor hereunder.

3. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.

4. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.

TERMS AND CONDITIONS:

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year term under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

6. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, Wednesday, October 20, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 22, 2010 at 5:00 p.m

EXHIBIT "B"
HIDALGO COUNTY
LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"
BID NO.: 2010-346-10-27-ERT
BID PAGE

Note: Hidalgo County has the sole option to award the amount of square feet required.

Note: Hidalgo County will ONLY award the amount of square feet required.

Note: Bidder shall charge by the square foot for the rental of space on a monthly basis.

BID PRICE PER SQUARE FOOT: $_____

PHYSICAL LOCATION OF PROPOSED BUILDING:_____

_____

BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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 BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: _____ **Telephone No. ( )** _____

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: _____ **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | 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 Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• 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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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 4 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 regarding partnerships* on page 1.

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" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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 chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.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. Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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 single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

[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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

PROPERTY/LEGAL DESCRIPTION

BID FORM
THE COUNTY OF HIDALGO, TEXAS
HIDALGO COUNTY JUDICIAL COURT

"Lease Office Space - City of Edinburg – House A State District Court"
BID NO. 2010-346-10-27-ERT

Legal Description of Property:

Property (including any improvements):

The north ½ of lots 13, 14, 15, and 16 Block 256, ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas according to the map recorded in Volume 1, Page 23, Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes and,

Lots Seventeen (17) through Twenty (20), inclusive, Block two hundred fifty-six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas as per map or plat thereof recorded in volume 1, page 23, map records, Hidalgo County, Texas, and

The Real Property or its address is commonly known as 323 W. Cano Street, Edinburg, TX 78539.

Lots Twenty-One (21) and Twenty-Two (22), Block two hundred fifty-six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas as per map or plat thereof recorded in volume 1, page 23, map records, Hidalgo County, Texas.

The Real Property or its address is commonly known as 323 W. Cano Street, Edinburg, TX 78539

FLOOR PLAN

FLOOR PLAN

SURVEY OF PARKING LOT AND PROPERTY

10/22/10

EXHIBIT "C"

VENDOR'S BID PRICE

Bid
For

HIDALGO COUNTY
"LEASE OFFICE SPACE-CITY OF EDINBURG -HOUSE A STATE DISTRICT COURT"
BID NO.: 2010-346-10-27-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
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: Jose E. Garcia
Address: 4401 N. McColl Rd., McAllen, Tx 78504
By: Jose E. Garcia
Printed Name: Jose E. Garcia
Title: Owner

(THIS PAGE MUST BE SUBMITTED WITH BID)

10/22/10

EXHIBIT "B"
HIDALGO COUNTY
LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"
BID NO.: 2010-346-10-27-ERT
BID PAGE

Note: Hidalgo County has the sole option to award the amount of square feet required.

Note: Hidalgo County will ONLY award the amount of square feet required.

Note: Bidder shall charge by the square foot for the rental of space on a monthly basis.

BID PRICE PER SQUARE FOOT: $ 1.85 - MINIMUM OF 5000. SQ FT.

PHYSICAL LOCATION OF PROPOSED BUILDING: ONE BLOCK WEST OF HIDALGO COUNTY COURTHOUSE AT 111 SOUTH 9th STREET, EDINBURG, TX.

BIDDERS INFORMATION

BIDDER/COMPANY NAME: Jose E. Garcia

ADDRESS: 4401 N. McColl Rd.

CITY/STATE/ZIP: McAllen, Texas 78504

PHONE NO/FAX NO: (956) 630-0081 / Fax (956) 630-3631

CELL PHONE NO: (956) 607-8002

E-MAIL ADDRESS: JEG@grlaw.net

AUTHORIZED SIGNATURE: Jose E. Garcia

TITLE: Owner

OPENED
9:41 am
10-27-2010
Witnessed

10/22/10

EXHIBIT "D"

INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/16/2011

PRODUCER (956)686-8323 FAX (888)512-2080
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501
Rosalinda Solis

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Joe E Garcia, Attys. At Law
4401 N. McColl Rd.
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Insurance Co.	39357
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PACP3656W686-11	02/10/2011	02/10/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Location: 111 S. 9th St., Edinburg, Tx. 78539

CERTIFICATE HOLDER

Hidalgo County
100 E. Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
B. R. Whisenant, Jr/ROS
B.R. Whisenant, Jr.

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY) 02/16/2011

PRODUCER (956)686-8323 FAX (888)512-2080
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501

Attn Rosalinda Solis Ext 26

INSURED
Joe E Garcia, Attys. At Law
4401 N. McColl Rd.
McAllen, TX 78504

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.

COMPANIES AFFORDING COVERAGE

COMPANY A	Travelers Insurance Co.
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	X PROPERTY	PACP3656W686-11	02/10/2011	02/10/2012	X BUILDING	$ 297,637
	CAUSES OF LOSS				PERSONAL PROPERTY	$
	BASIC				BUSINESS INCOME	$
	BROAD				EXTRA EXPENSE	$
A	X SPECIAL				BLANKET BUILDING	$
	EARTHQUAKE				BLANKET PERS PROP	$
	FLOOD				BLANKET BLDG & PP	$
						$
						$
	INLAND MARINE					$
	TYPE OF POLICY					$
						$
	CAUSES OF LOSS					$
	NAMED PERILS					$
	OTHER					$
	CRIME					$
	TYPE OF POLICY					$
						$
	BOILER & MACHINERY					$
						$
	X OTHER	PACP3656W686-11	02/10/2011	02/10/2012	Aggregate	2,000,000
A	General Liability				Per Occurrence	1,000,000

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
00002/00001 111 S. 9th Edinburg, TX 78539
Deductible $2,500 except Wind/Hail which is 2%

SPECIAL CONDITIONS/OTHER COVERAGES

CERTIFICATE HOLDER FAX: (956)318-2629

Hidalgo County
100 E. Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
B. R. Whisenant, Jr/ROS

B.R. Whisenant, Jr.

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-13-000-01-22

THIS LEASE is made and entered into by and between **JOSE E. GARCIA**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this "Lease" as "Lessee", in accordance with the Request for Bids (RFB) Procurement Packet, attached hereto as Exhibit "A".

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "B", the "Premises", attached hereto and Lessor and Lessee agree to the consisting of **Five Thousand Five Hundred Eight (5,508)** square feet.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for **two (2) years** commencing on **February 1, 2013** (as hereinafter defined) and ending on **January 31, 2015** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The ACommencement Date@ is the date the Premises are available for occupancy by Lessee. The ATermination Date@ is the date twelve (12) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date

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shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an **additional two (2) one (1) year terms,** under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon Lessee's

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electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **$ 1.20 per square foot ($) per month.** In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first (1st) business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **(4401 North McColl, McAllen, Texas 78504)** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the

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beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that will result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's and Lessee's Duties to Repairs

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and

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air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's Duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
(2) Plumbing facilities that conform to applicable law, maintained in good working order.
(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.
(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
(7) Floor, stairways, and railings maintained in good repair.
(8) Landscaping (all greenery, watering, and maintenance).
(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30)

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days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall

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repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair

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insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessor. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the

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provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the

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occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

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Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee’s notice to Lessor of repairs or

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maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights

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under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	Lessee:
Jose E. Garcia, Owner	County of Hidalgo
4401 North McColl	Attn: County Judge
McAllen, Texas 78504	1615 South Closner, Suite J
	Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in

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Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or

DRAFT

defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppels Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

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Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2013.

LESSOR:
JOSE E. GARCIA, OWNER

By:_____
Jose E. Garcia, Owner

LESSEE:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____, 2013

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

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EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
PROPERTY/LEGAL DESCRIPTION

DRAFT

EXHIBIT "C"
LESSOR'S PROPOSAL

DRAFT

EXHIBIT "D"
INSURANCE CERTIFICATE

DRAFT

AI-35757 **Purchasing Department 23. A. 4.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration and approvals in connection with: Bank Depository and/or Remittance Processing (Lockbox) Agreement including but not limited to, the following:

a. Authority to Advertise Bank Depository and/or Remittance Processing (Lockbox) Agreement pursuant to Texas Local Government Code, Chapter 116 (Vernon 1988 and Supp. 1999), "Depositories for County Public Funds" (copies of Chapter 116 and proposed ad copy attached hereto);

b. Approval of the proposed advertising dates for Bank Depository and/or Remittance Processing (Lockbox) Agreement Specifications Packets subject to legal review and therefore the publication dates proposed are:
1. January 26, February 02 and February 09 with acceptance date for bank of applications/proposals/bids at CC Agenda Meeting of February 26, 2013; or,
2. February 02nd, 09th and 16th with acceptance date for bank of applications/proposals/bids at CC Agenda Meeting of March 05, 2013 pursuant to 116.

c. Appointment or designation of "Evaluation Committee" to score and evaluate Bank Depository & Remittance-Processing (Lockbox) Bank Applications filed with the Court;

Notes:
1. Historically Hidalgo County Investment Committee (comprised of the County Treasurer, County Judge, & Budget Officer) including Purchasing Department, and County Tax Assessor as consultant to Evaluation Committee:

2. In recent past County Judge has chosen not to participate in Evaluation Committee inasmuch as a member of Commissioner Court which will select and award;

a. _____
b. _____
c. _____
d. _____
e. _____

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-15-140-002-0-350

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

BUDGETARY IMPACT:

PO #685598 for First National Bank in Edinburg; funds available as of 1-18-13

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-115-002-0-856

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

BUDGETARY IMPACT:

Funds available as of 1-18-13; funds budgeted under "Co. Wide Adm.-Bank Fees" will be transferred to cover bank fees assessed for each respective dept. on an "as needed" basis.

Attachments

Publication Notice-DRAFT

Local Government Code-Chapter 116

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/10/2013 01:54 PM
Budget & Management	Obdett Calzada	01/10/2013 02:16 PM
Ivan Cantu	Ivan Cantu	01/17/2013 11:11 AM
Purchasing Department	Marty Salazar	01/18/2013 11:13 AM
Ivan Cantu	Ivan Cantu	01/18/2013 11:50 AM
Auditor's Office	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Yolanda Velasquez Started On: 12/13/2012 01:26 PM

Final Approval Date: 01/18/2013

NOTICE

HIDALGO COUNTY COMMISSIONERS' COURT
INTENDS TO MAKE A DEPOSITORY CONTRACT AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR
OTHER AGREEMENTS (i.e. TRUST ACCOUNT SERVICES)

NOTICE: The selection of County Depositories and the terms of depository contracts are governed by Tex. Loc. Gov't. Code Ann., Chapter 116 (Vernon 1988 and Supp. 1999).
The terms of the Depository Agreement with the County Of Hidalgo may also be utilized by Hidalgo County Drainage District No. 1 except as such provisions may differ in accordance with Texas Water Code Chapters 49 & 56 and more specifically detailed in Application Packet.

APPLICATIONS may be obtained by calling the Office of the County Judge (956) 318-2600 or the Hidalgo County Purchasing Department 9956) 318-2626, requested via email to: yolanda.velasquez@co.hidalgo.tx.us, or may be picked up at the Hidalgo County Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas.

IMPORTANT RELEASE DATE: APPLICATION PACKETS WILL BE RELEASED ON TUESDAY, MONTH 00, 2013 AT 11:00 A.M.

SEALED APPLICATIONS for **APPLICATION NO: 2013-016-00-00-YZV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e.. TRUST ACCOUNT SERVICES)"** must be properly addressed and delivered to **Ramon Garcia,** Hidalgo County Judge, in the Hidalgo County **TO BE DETERMINED AT A LATER DATE**, Edinburg, Texas. **APPLICATIONS will be accepted until 10:00 a.m. on Tuesday, TO BE DETERMINED** at which time they will be filed, announced and be made part of the minutes of Hidalgo County Commissioners' Court proceedings. Thereafter all APPLICATIONS filed, announced and made part of the minutes of Hidalgo County Commissioners' Court proceedings will be considered, evaluated and selected pursuant to Tex. Loc. Gov't Code, Ann.,Chapter 116.024.

One (1) original and ten (10) copies of the Application are required with the proper notation clearly written on the lower left hand corner of the envelope/package. **"APPLICATION NO: 2013-016-00-00-YZV "BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e.. TRUST ACCOUNT SERVICES)".**

NOTE: TO BE DETERMINED AT A LATER DATE

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED FOR FILING. ANY APPLICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF THE EXPRESS ENVELOPE/PACKAGE WITH REFERENCE TO: APPLICATION NO: 2013-016-00-00-YZV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e.. TRUST ACCOUNT SERVICES)".

THE COUNTY AND THE DRAINAGE DISTRICT NO. 1 reserves the right to refuse and reject any/all applications and to waive any/all formalities or technicalities, or to accept the application considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT on this the __ day of _____ AND BOARD OF DIRECTORS OF HIDALGO COUNTY, TEXAS, on this the ____ day of _____.

RAMON GARCIA
HIDALGO COUNTY JUDGE
REPORT ROAD HAZARDS @ 1-866-HRC-SAFE OR 1-866-427-7233

LOCAL GOVERNMENT CODE

TITLE 4. FINANCES

SUBTITLE B. COUNTY FINANCES

CHAPTER 116. DEPOSITORIES FOR COUNTY PUBLIC FUNDS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 116.001. DEFINITIONS. In this chapter:

(1) "Bank" means a:

(A) bank organized under the laws of this state, another state, or federal law that has its main office or a branch office in this state; or

(B) savings and loan association or savings bank organized under the laws of this state, another state, or federal law that has its main office or a branch office in this state.

(2) "Demand deposit" means a deposit of funds that may be withdrawn on the demand of the depositor.

(3) "Time deposit" means a deposit of funds subject to a contract between the depositor and the depository under which the depositor may not withdraw any of the funds by check or by another manner until the expiration of a certain period following written notice of the depositor's intent to withdraw the funds.

(4) "Subdepository bank" means an authorized bank, other than a depository, that holds demand deposits, not exceeding the Federal Deposit Insurance Corporation's limit, of a district, county, or precinct officer.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, Sec. 1, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 234, Sec. 4, eff. Sept. 1, 1993; Acts 1999, 76th Leg., ch. 344, Sec. 5.009, eff. Sept. 1, 1999.

Sec. 116.002. MONEY AFFECTED. (a) This chapter applies to money collected or held by a district, county, or precinct officer in a county and by the officers of a defined district or subdivision in the county, including the funds of a municipal or quasi-municipal subdivision or corporation that has the power to select its own depository but has not done so. The money shall be deposited under this chapter, and the money shall be considered in fixing, and is protected by, a county depository's bond.

(b) Orders for payment, checks, and vouchers evidencing the money

deposited in the county depository under Subsection (a) are subject to audit and countersignature as provided by law.

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

Acts 2011, 82nd Leg., R.S., Ch. 606, Sec. 21, eff. September 1, 2011.

SUBCHAPTER B. ESTABLISHMENT OF DEPOSITORY

Sec. 116.021. DEPOSITORY AND SUBDEPOSITORY CONTRACTS. (a) The commissioners court of a county shall select by the process provided by this subchapter or by Subchapter C, Chapter 262, one or more banks in the county and enter a contract with each selected bank for the deposit of the county's public funds. The county shall contract with a bank under this section for a two-year or four-year contract term. On expiration of a contract under this section, the contract may be renewed for two years under terms negotiated by the commissioners court.

(b) If the contract is for a four-year term, the contract shall allow the county to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.

(c) On the renewal of a contract, the county may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by Subsection (b).

(d) If for any reason a county depository is not selected under Subsection (a), the commissioners court, at any subsequent time after 20 days' notice, may select, by the process described by Section 116.024 or by negotiated bid, one or more depositories in the same manner as at the regular time.

(e) If the commissioners court selects a depository by the process provided by Subchapter C, Chapter 262, the depository may be selected by:

(1) competitive bidding; or

(2) another method under that subchapter that the county is qualified to use.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, Sec. 2, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 65, Sec. 1, eff. Aug. 28, 1995.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 899, Sec. 1, eff. June 15, 2007.

Sec. 116.022. NOTICE. (a) Once each week for at least 20 days before

the date to submit an application under Section 116.023(a), the county judge shall place over the judge's name in a newspaper of general circulation in the county a notice that the commissioners court intends to receive applications from which to select a depository bank. A notice shall also be posted at the courthouse door of the county.

(b) If a newspaper is not published in the county, the newspaper notice shall be placed in a newspaper published in the nearest county.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 65, Sec. 2, eff. Aug. 28, 1995.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 899, Sec. 2, eff. June 15, 2007.

Sec. 116.023. APPLICATIONS. (a) A bank in the county that wants to be a county depository must deliver its application to the county judge or a designated representative of the judge on or before a date set by the commissioners court that is no later than the 60th day before the date of the expiration of the existing depository contract.

(b) The application must state the amount of the bank's paid-up capital stock and permanent surplus, and the application must be accompanied by:

(1) a statement showing the financial condition of the bank on the date of the application; and

(2) a certified check or cashier's check for at least one-half percent of the county's revenue for the preceding year.

(c) The certified or cashier's check that accompanies an application is a good-faith guarantee on the part of the applicant that if accepted as a county depository it will execute the bond required under this chapter. If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidated damages, and the county judge shall readvertise for applications, if necessary, to obtain a depository for the county.

(d) A bank in the county that wants to be a county subdepository must comply with Subsections (a) and (b)(1). The subdepository's application must include a proposal outlining its security for the county public funds to be held in addition to revenue offers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 628, Sec. 4, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 527, Sec. 3, eff. Sept. 1, 1991.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 899, Sec. 3, eff. June 15, 2007.

Sec. 116.024. SELECTION OF DEPOSITORIES AND SUBDEPOSITORIES. (a) At the meeting at which banks are to be selected as county depositories, the commissioners court shall:

(1) enter in the minutes of the court all applications filed with the county judge;

(2) consider all applications; and

(3) select the qualified applicants that offer the most favorable terms and conditions for the handling of the county funds.

(b) The commissioners court may reject those applicants whose management or condition, in the opinion of the commissioners court, does not warrant placing county funds in their possession.

(c) After selecting one or more county depositories, the commissioners court shall immediately return the certified checks of the rejected applicants. The commissioners court shall return the check of a successful applicant when the applicant executes and files a depository bond that is approved by the commissioners court.

(d) The conflict of interests provisions of Section 131.903 apply to the selection of the depositories.

(e) After selecting one or more subdepositories, the commissioners court shall immediately notify each selected applicant of its selection. Within 15 days, the selected applicant must file a bond or other security as approved by the commissioners court.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, Sec. 4, 5, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 268, Sec. 29, eff. Sept. 1, 1993.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 899, Sec. 4, eff. June 15, 2007.

Sec. 116.025. DESIGNATION OF DEPOSITORY OR SUBDEPOSITORY. When security is provided in accordance with Subchapter C and is approved by the commissioners court, the commissioners court shall, by an order entered in its minutes, designate the bank as a depository or subdepository for the funds of the county. The designation is effective until the end of the 60th day after the date fixed for the next selection of a depository or subdepository.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, Sec. 6, eff. Sept. 1, 1991.

Sec. 116.026. APPLICANTS OUTSIDE COUNTY. If no bank located in the county applies to be designated as the county depository, the commissioners court may advertise, in the same manner provided by Section 116.022 for advertising for a depository within the county, for applications from banks in an adjoining county or any other county in this state.

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

Sec. 116.027. SELECTION OF NONAPPLICANT DEPOSITORY. (a) If no application to be a county depository is submitted, or if all of the applications are declined, the commissioners court shall deposit the funds of the county with any one or more banks in the county or in the adjoining counties in the amounts and for the periods as the commissioners court considers advisable.

(b) A bank that receives deposits under this section shall provide security in the manner and form, and subject to the same conditions, as is required for a depository of county funds. The penalty of the security must at least equal the total amount of county funds deposited with the bank.

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

SUBCHAPTER C. SECURITY FOR FUNDS HELD BY DEPOSITORY

Sec. 116.051. QUALIFICATION AS DEPOSITORY OR SUBDEPOSITORY. Within 15 days after the date a bank is selected as a county depository or subdepository, the bank must qualify as the depository or subdepository by providing security for the funds to be deposited by the county with the bank. The depository or subdepository may secure these funds, at the option of the commissioners court, by:

(1) personal bond; surety bond; bonds, notes, and other securities; first mortgages on real property; real property; certificates of deposit; or a combination of these methods, as provided by this subchapter; or

(2) investment securities or interests in them as provided by Chapter 726, Acts of the 67th Legislature, Regular Session, 1981 (Article 2529b-1, Vernon's Texas Civil Statutes).

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 15(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 527, Sec. 7, eff. Sept. 1, 1991.

Sec. 116.052. PERSONAL BOND. (a) One or more personal bonds executed

AI-36401 **Purchasing Department 23. A. 5.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to utilize through the Department Of Information Resources (DIR) Contract #DIR-TEX-AN-NG-CTSA-005 between State Of Texas, acting by and through the Department Of Information Resources and AT&T Corporation thus allowing Hidalgo County to utilize services offered under this contract; and,

b. Acceptance and approval of IT Department's request to migrate the County's existing T-1 Circuit Lines billing service by AT&T to the new DIR-TEX-AN-NG-CTSA-005 allowing the billing services to be provided by DIR to the County at contract rates which serves to the County's best interest.

BACKGROUND

Should the County's current T-1 Circuit Lines continue to be serviced directly by AT&T, the service will convert to the higher month-to-month rate resulting in changes of higher rates.

Attached verifying the DIR Contract is a two page supporting documentation inasmuch as the actual contract itself consists of nine hundred pages or so.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** Countywide obj. 531

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

BUDGETARY IMPACT:

This is a countywide contract for telephone services provided through AT & T. Funding source is obj. 531 "Telephone". Please refer to attached expense report as of 1-18-13 for funding availability.

Attachments

IT DEPARTMENT'S DOCUMENTATION

DIR CONTRACT INFORMATION

Telephone Exp. Report as of 1-18-13

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/18/2013 04:02 PM
Budget & Management	Obdett Calzada	01/18/2013 04:04 PM
Ivan Cantu	Ivan Cantu	01/18/2013 04:14 PM
Auditor's Office	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Vangie Garcia Started On: 01/15/2013 03:13 PM

Final Approval Date: 01/18/2013

Evangelina Garcia

From: Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent: Monday, January 14, 2013 11:30 AM
To: 'Evangelina Garcia'
Subject: FW: AT&T T1s billed TEXAN rates
Attachments: Hidalgo County T1s and DS3 sent to cust 1.10.2013.xlsx; Txn Hidalgo County T1s.xlsx; Private line ServicePricing-13.pdf

Importance: High

Vangie,

Attached is information on T1's. We will see you at 1:30pm today 1/14/2013.

Regards,
Edna Kirby
edna.kirby@co.hidalgo.tx.us
Administrative Assistant II
100 E Cano 4th Floor
Edinburg, Texas 78539
p. 956.292.7010 **Ext.** 6017
f. 956.318.2152
Hidalgo County, Texas

From: Eli Gracia [mailto:eli.gracia@co.hidalgo.tx.us]
Sent: Thursday, January 10, 2013 8:37 AM
To: Renan Ramirez
Cc: edna kirby; Juan; evangelina garcia
Subject: Fwd: AT&T T1s billed TEXAN rates
Importance: High

FYI!!!!!

From: "BRENDA L MONTEITH" <bm3274@att.com>
To: "Eli Gracia" <eli.gracia@co.hidalgo.tx.us>
Cc: "EDUARDO RODRIGUEZ" <er5092@att.com>
Sent: Wednesday, January 9, 2013 2:38:42 PM
Subject: RE: AT&T T1s billed TEXAN rates

Hi Eli,

I am attaching a report with the current DS1s and DS3 as of today. Rate increase orders do not appear to have gone into effect but that can literally change at any moment.

I am again attaching the spreadsheet which illustrates your rate options and a copy of the DIR pricing.

As a reminder, once the rates are increased, No adjustments will be issued for failure to take action.

I recently offered Juan an opportunity to meet with us and discuss options to getting rid of the DS1s altogether with another service. I don't know if he mentioned it to you. Ed and I would still like to do that but scheduling the meeting will not prolong the pending rate increase.

Let me know if I can assist further.

Thanks,
Brenda Monteith
Account Manager 2
AT&T - Texas
Government/Education Accounts
(956) 984-4617
STOP texting while driving. Take the pledge at itcanwait.com

From: Eli Gracia [mailto:eli.gracia@co.hidalgo.tx.us]
Sent: Friday, January 04, 2013 4:36 PM
To: MONTEITH, BRENDA L
Cc: RODRIGUEZ, EDUARDO
Subject: Re: AT&T T1s billed TEXAN rates

Good afternoon Brenda,

Would you please send me an update list of all our circuit? We are trying to determine which circuits we will continue to operate with. Could you just update this list from us and update the new rates as well?

Thank you,
Eli Gracia
956-292-7010

From: "BRENDA L MONTEITH" <bm3274@att.com>
To: "Eli Gracia" <eli.gracia@co.hidalgo.tx.us>
Sent: Monday, April 16, 2012 4:22:58 PM
Subject: RE: AT&T T1s billed TEXAN rates

Thanks,
Brenda Monteith
Account Manager 2
AT&T - Texas
Government/Education Accounts
(956) 984-4617

From: Eli Gracia [mailto:eli.gracia@co.hidalgo.tx.us]
Sent: Monday, April 16, 2012 4:06 PM
To: MONTEITH, BRENDA L
Subject: Re: AT&T T1s billed TEXAN rates

Brenda,

Would you please resend the attachment? Unable to open excel format.

Thank you,
Eli Gracia

From: "BRENDA L MONTEITH" <bm3274@att.com>
To: "eli.gracia" <eli.gracia@co.hidalgo.tx.us>

Cc: "renan@co.hidalgo.tx.us" <renan@co.hidalgo.tx.us>, "BRENDA L MONTEITH" <bm3274@att.com>
Sent: Monday, April 16, 2012 3:17:49 PM
Subject: AT&T T1s billed TEXAN rates

Good afternoon Eli,

It was nice speaking with you last week. The attached T1 circuits are currently being billed TEXAN rates by AT&T. With the new DIR TEXAN NG contract these circuits cannot continue to be billed directly to the end user but must be billed by DIR.

You have three choices:
* Migrate the service to DIR billing under TEXAN NG
* Migrate the service to a Non-TEXAN NG AT&T solution (Government Entities Tariff)
* Disconnect the service

The rate differences are noted in the spreadsheet. If you do nothing, the service will convert to the higher month-to-month rate.

Please let me know your decision by Wednesday, April 25th.

Thanks,
Brenda Monteith
Account Manager 2
Government/Education Accounts
AT&T - Texas
721 Beech Ave
McAllen, TX 78501
Office (956) 984-4617 FAX (956) 727-1262

Helpful Numbers -
Orders - GEM.TX.ORDERS@RDSMAIL.IMS.ATT.COM<mailto:GEM.TX.ORDERS@RDSMAIL.IMS.ATT.COM> or 1-800-610-0012
Billing - 1-888-672-9379
Repair (Gigaman, POT's, PRI's) - 1-800-442-9950
Repair (Ethernet Network Operations Center-CSME, OEM, MPLS) -1-888-644-3662
AT&T Erate Information - http://www.corp.att.com/erate/

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CKL1	CKL2	BILL NAME 1
1-100 N CLOSNER BLVD,EDINBURG,TX	2-902 N DOOLITTLERD,EDINBURG,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-224 N 12TH AV, EDINBURG,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-1304 S 25TH AV,EDINBURG,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-3100 S CLOSNER BLVD,EDINBURG,TX	COUNTY OF HIDALGO
1-1615 S CLOSNER BLVD,EDINBURG,TX	2-100 N CLOSNER BLVD,EDINBURG,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-1102 N DOOLITTLE RD,EDINBURG,TX	COUNTY OF HIDALGO
1-724 N BREYFOGLE RD,MISSION, TX	2-@FM 2221, MISSION,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-1001 N DOOLITTLE RD,EDINBURG,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-2802 S CLOSNER BLVD,EDINBURG,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-1615 S CLOSNER BLVD,EDINBURG,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-419 NOLANA AVE,MCALLEN,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-1916 TESORO BLVD,PHARR,TX	COUNTY OF HIDALGO
1-509 E EARLING RD,SAN JUAN,TX	2-100 N CLOSNER BLVD,EDINBURG,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-301 E STATE, PHARR,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-410 N 13TH AV, EDINBURG,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-300 W HALL ACRES RD,PHARR,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-300 W HALL ACRES RD,PHARR,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-1429 S TOWER RD,ALAMO,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-1902 JOE STEPHENS BLVD,WESLACO,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-708 E EDINBURG AV,ELSA,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-1711 N BRIDGE, WESLACO,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-710 N BREYFOGLE RD,MISSION, TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-@MILE 11 N, MERCEDES,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-724 N BREYFOGLE RD,PALMVIEW,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-@CHARLES GREEN RD,EDCOUCH,TX	COUNTY OF HIDALGO

1-100 N CLOSNER BLVD,EDINBURG,TX	2-1902 JOE STEPHENS AVE,WESLACO, TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-703 EL CIBOLO RD,EDINBURG,TX	COUNTY OF HIDALGO
1-1304 S 25TH AV,EDINBURG,TX	2-702 E TEXANO DR,HIDALGO,TX	COUNTY OF HIDALGO
1-100 N CLOSNER BLVD,EDINBURG,TX	2-1212 S 25TH AV,EDINBURG,TX	HID CNTY INDIGENT
1-1304 S 25TH AV,EDINBURG,TX	2-211 SCHUERBACH RD,MISSION,TX	HIDALGO CNTY HLTH DEPT
1-3100 S CLOSNER BLVD,EDINBURG,TX	2-100 E CANO ST, EDINBURG,TX	HIDALGO CO ADULT PROBATIC
1-3100 S CLOSNER BLVD,EDINBURG,TX	2-1000 M RD, EDINBURG,TX	HIDALGO CO ADULT PROBATIC
1-3100 S CLOSNER BLVD,EDINBURG,TX	2-1124 M RD, EDINBURG,TX	HIDALGO CO ADULT PROBATIC
1-1304 S 25TH AV,EDINBURG,TX	2-300 E HACKBERRY AVE,MCALLEN,TX	HIDALGO CO HEALTH DEPT
1-3105 W UNIVERSITY DR, EDINBURG,TX		HIDALGO COUNTY
1-3105 E RICHARDSON RD, EDINBURG,TX		HIDALGO COUNTY
1-113 DAWSON DR, EDINBURG,TX		HIDALGO COUNTY
1-230 N 86TH ST, EDINBURG,TX		HIDALGO COUNTY
1-371 E EXPRESSWAY 83, SULLIVAN CITY,TX		HIDALGO COUNTY
1-220 S BICENTENNIAL BLVD, MCALLEN,TX		HIDALGO COUNTY
1-3001 N 23RD ST,MCALLEN,TX		HIDALGO COUNTY
1-211 S SCHUERBACH RD,MISSION,TX		HIDALGO COUNTY
1-300 E HACKBERRY AVE,MCALLEN,TX		HIDALGO COUNTY
1-1903 N FIR, PHARR,TX		HIDALGO COUNTY
1-702 E TEXANO DR,HIDALGO,TX		HIDALGO COUNTY
1-204 W 2ND ST, LA JOYA,TX		HIDALGO COUNTY

1-7013 S CAGE BLVD,PHARR,TX		HIDALGO COUNTY
1-313 E EXPRESSWAY 83,ALAMO,TX		HIDALGO COUNTY
1-300 W HALL ACRES RD,PHARR,TX		HIDALGO COUNTY
1-509 E NOLANA LOOP,SAN JUAN,TX		HIDALGO COUNTY
1-708 E EDINBURG AVE,ELSA,TX		HIDALGO COUNTY
1-301 S 8TH ST, DONNA,TX		HIDALGO COUNTY
1-540 S TEXAS AVE,MERCEDES,TX		HIDALGO COUNTY
1-@INTERNATIONAL DR,PROGRESO,TX		HIDALGO COUNTY
1-3419 E MAIN AVE,ALTON,TX		HIDALGO COUNTY
1-3519 E MAIN AVE,ALTON,TX		HIDALGO COUNTY
1-1901 N BRIDGE AVE,WESLCO,TX		HIDALGO COUNTY
1-417 S OREGON AVE,WESLCO,TX		HIDALGO COUNTY
1-604 N GARZA ST,RIO GRANDE CITY,TX		HIDALGO COUNTY
1-1505 N GRANT ST,ROMA,TX		HIDALGO COUNTY
1-1304 S 25TH AV,EDINBURG,TX	2-3501 E SCHUNIOR ST,EDINBURG, TX	HIDALGO COUNTY
1-1304 S 25TH AV,EDINBURG,TX	2-1901 N BRIDGE, WESLACO,TX	HIDALGO COUNTY
1-1304 S 25TH AV,EDINBURG,TX	2-708 E EDINBURG AVE,ELSA,TX	HILDALGO CNTY HLTH DPT

About CTS
TEX-AN
- How to Order
- Customer Eligibility
- Contracts
- Help Desk
- Frequently Asked Questions

Wireless
CCTS
Customer Care

CTS Contracts

Tex-AN NG Contract: DIR-TEX-AN-NG-CTSA-005

Vendor: **AT&T Corporation**

Vendor ID: 1134924710302
Vendor URL: http://www.texanng.com
Contract Term End Date: 07/01/2016

Services Offered:

- Data Services
- Internet Services
- Local Voice Services
- Long Distance
- Metro Ethernet Services
- Small Office/Home Office (SOHO) Services
- Voice Over IP (VOIP) Services

Information about file formats.

How to Order

For product and pricing information, Customer can access the Vendor Website at: http://www.texanng.com or contact an AT&T representative, Marcus Montemayor at: (512) 421-5160 or via email at:texanng@att.com.

For **Metro Ethernet, Internet, Long Distance and Data Services**:

- When Customer is ready to place an order, Customer will contact DIR Telecommunications at (877) 472-4848, option 4 or send an email to the telecom.solutions@dir.texas.gov.
- DIR will then place the order with the Vendor. DIR will invoice the Customer and will pay the Vendor.

For **Local Voice, Voice Over IP (VOIP), and SOHO Services**:

- When Customer is ready to place an order, Customer will generate a purchase order, made payable to **AT&T Corp.**. You must reference the DIR Contract Number **DIR-TEX-AN-NG-CTSA-005** on your purchase order.
- Email or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Documents:

- Contract: DIR-TEX-AN-NG-CTSA-005 - PDF (4.25 MB)
  - Amendment 1 to DIR-TEX-AN-NG-CTSA-005 - PDF (71 KB) - Updated 04/20/2012
  - Amendment 2 to DIR-TEX-AN-NG-CTSA-005 - PDF (67 KB) - Added 05/30/2012
- Attachment C-1 to Exhibit C – Pricing - PDF (4.21 MB) - Updated 01/01/2013
- Attachment D-1 to Exhibit D – Service Level Agreement - PDF (184 KB)
- Attachment F-1 Network to Network Plan - PDF (320 KB)
- Attachment F-2 Capacity Management Plan Attachment - PDF (205 KB)
- Attachment F-3 Disaster Recovery Plan - PDF (101 KB)
- Attachment F-7 Service Delivery Implementation Plan - PDF (185 KB)
- Attachment F-8 Marketing Plan - PDF (233 KB)
- Attachment F-9 Service Delivery Management Plan - PDF (118 KB)
- Attachment F-10 Order Process Implementation Plan - PDF (344 KB)
- Attachment F-11 Order Process Management Plan - PDF (169 KB)

- Attachment F-12 Change Management Implementation Plan - PDF (111 KB)
- Attachment F-13 Change Management Plan - PDF (129 KB)
- Attachment F-14 Inventory Management Implementation Plan - PDF (112 KB)
- Attachment F-15 Ongoing Inventory Management Plan - PDF (130 KB)
- Attachment F-16 Help Desk Management Plan - PDF (130 KB)
- Attachment F-17 Ongoing Help Desk Management Plan - PDF (111 KB)
- Attachment F-18 Billing Plan - PDF (442 KB)
- Attachment F-19 Program Management Plan - PDF (342 KB)
- Attachment F-20 Ongoing Program Management Plan - PDF (204 KB)
- Appendix C-1 to Exhibit H, CSA, Letter of Authorization - PDF (204 KB)
- Exhibit I – HUB Subcontracting Plan - PDF (474 KB)

AT&T Corporation
Contact: Marcus Montemayor
Phone: (512) 421-5160
Fax: (512) 870-4388

DIR Contact:
Contact: Skip Bartek
Phone: (512) 936-9876
Fax: (512) 475-4759

Information about file formats.

Persons using assistive technology may not be able to fully access information in this document. For assistance, please contact the DIR Public Information Officer at (512) 463-5193.

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AI-36338 **Purchasing Department 23. B. 1.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Nielda Cavazos,
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 CC ranking the sole member of the County's approved "pool" of professional review appraisal services providers as qualified to continue to the next step of the process (on an as needed basis) for Precinct No. 1;

Evaluators HLH Appraisal Services
Score 97
Ranking

c. Authority for the Purchasing Department to negotiate a professional (review appraisal services) contract with the sole "qualified" firm of _____ for: the provision of professional review appraisal services, for (on an as needed basis) for Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-431-00-121-085-0-711

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

BUDGETARY IMPACT:

Funds available as of 1-17-13, pending year end rollover of CIP funds. Services are on an "as needed" basis.

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-005-0-339

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

BUDGETARY IMPACT:

Funds available as of 1-17-13

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	01/14/2013 01:10 PM
Budget & Management	Obdett Calzada	01/16/2013 10:27 AM
Ivan Cantu	Ivan Cantu	01/17/2013 03:53 PM

Auditor's Office Angela Garcia 01/18/2013 05:27 PM

Form Started By: Nielda Cavazos Started On: 01/11/2013 10:15 AM

Final Approval Date: 01/18/2013

HIDALGO COUNTY PRECINCT NO 1

FOR

Review Appraisal Services

(On an as needed basis)

Scoring & Evaluation GRID

Review Appraisal Services

Total Scores	HLH Appraisal Services
Evaluator 1	97
RANKING	

*Scoring & Evaluation was completed by Pct No 1 *

AI-36259 **Purchasing Department** **23. C. 1.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Attachments

TXLGC 262.031

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/10/2013 01:55 PM
Budget & Management	Obdett Calzada	01/10/2013 02:44 PM
Roland Garcia	Rolando Garcia	01/18/2013 03:09 PM
Auditor's Office	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Moises Salazar Started On: 01/09/2013

Final Approval Date: 01/18/2013

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS. (a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

AI-36526 **Purchasing Department 23. D. 1.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: IT and DBM **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval by CC of an "exception" to Hidalgo County's Purchasing Policies and Procedures that requires at least three (3) quotes for requisitions of $1K but less that $5K for the IDTECH Human Interface Devices w/Software Programming Services acquired through PO#679807 to Hamer Enterprises-$4,500.00 as two (2) usable quotes were secured and two (2) "no bids" received and further complicated by time sensitive constraints in order to complete;

b. Acceptance and approval of Invoice#2194 (through PO#679807) dated 8-31-2012 in the amount of $4,500.00 from Hamer Enterprises with authority for Hidalgo County Treasurer to issue payment once all processing procedures completed by Hidalgo County Auditor;

c. Acceptance, approval and adoption of the following change(s) to applicable Articles 8.02 and 8.03 under the current Hidalgo County Purchasing Policies & Procedures effective today, January 22, 2013 to reflect the addition of item d below:

1. Article 8.02 Non-Delegate Purchaises Not Exceeding $5,000.00-Page 10 of 73:

8.02.01 An authorized personal shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential suppliers, together with verbal or telephone quotations from such suppliers. Vendors who are locate throughout the County and state should be contacted. A record of all quotations (written or taken by telephone) shall be maintained. The list of vendors contacted should be rotated so hat over time, all vendors are contacted approximately equally.;

2. Article 8.03 Purchases Between $5,000.01 and $25,0000.00:

8.03.01 An authorized person shall compelte a Form HCPD-01 which shall include the listing of at least three (3) potentional suppliers. Vendors who are located throughout the County and state should be contacted. A record of all the quotations shall be maintained. The list of cndors contacted should be rotated so that over time, all venodrs are contacted approximately equally.

d. Unless the Purchasing Agent determines and states in writing that the required three (3) verbal, telephone or written quotations could not be obtained and that due diligence was attempted and demonstrated by the department(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1242-412-00-060-001-0-601

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

BUDGETARY IMPACT:

PO #679807 for Hamer Enterprises; funds available as of 1-18-13

Attachments

back up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/18/2013 04:00 PM
Budget & Management	Obdett Calzada	01/18/2013 04:02 PM
Ivan Cantu	Ivan Cantu	01/18/2013 04:19 PM
Auditor's Office	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Marty Salazar Started On: 01/17/2013 04:38 PM

Final Approval Date: 01/18/2013

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: 09/20/2012

TO: Edna Kirby

DEPARTMENT: (200) INFORMATION TECHNOLOGY

FROM: Connie Salazar C.S.

PHONE: (956)-318-2511 ext 4625

REFERENCE: HAMER ENTERPRISES Invoice #2194

THE FOLLOWING DOCUMENT (S), i.e. *Invoice #2194* 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:**
- ☑ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☑ **OTHER: Per Purchasing Policies and Procedures, need 3 verbal or written quotes.**
- ☑ **COMMENTS / RECOMMENDATION: Please return to Auditors Department for further processing.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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

Hamer Enterprises

4200-A N Bicentennial Dr
McAllen, Texas 78504

Invoice

Date	Invoice#
8/31/2012	2194

Bill To:
Hidalgo County
Information Technology Department
100 E Cano 4th Floor
Edinburg TX 78540
Attn: Mr Renan Ramirez

Ship To:
Same

P.O. Number	Terms	Rep	Ship	Via	FOB	Project
679807	Upon Receipt		9/04/2012			

Quantity	Item Code	Description	Price Each	Amount
60	HW	IDTECH Human Interface Device Model: IDMB-334133B Includes Software Programming Services S/N: T122436224, T122436225, T122436226 S/N: T122436227, T122436228, T122436229 S/N: T122436230, T122436231, T122436232 S/N: T122436233, T122436234, T122436235 S/N: T122436236, T122436237, T122436238 S/N: T122436239, T122436240, T122436241 S/N: T122436242, T122436243, T122436244 S/N: T122436245, T122436246, T122436247 S/N: T122436248, T122436249, T122436250 S/N: T122436251, T122436252, T122436253 S/N: T122436254, T122436255, T122436256 S/N: T122436257, T122436258, T122436259 S/N: T122436260, T122436261, T122436262 S/N: T122436263, T122436264, T122436265 S/N: T122436266, T122436267, T122436268 S/N: T122436269, T122436270, T122436271 S/N: T122436272, T122436273, T122436274 S/N: T122436275, T122436276, T122436277 S/N: T122436278, T122436279, T122436280 S/N: T122436281, T122436282, T122436283	75.00	$4,500.00

RECEIVED BY
COUNTY AUDITOR
2012 SEP 12 PM 2 28

Invoice Received By:
Edna Kirk On 9/12/12
Goods/services Received By:
Edna Kirk On 9/12/12
Acct.# 2-1242-412-00-R140-001
PO# 679807

Please make checks payable to Hamer Enterprises

TOTAL **$4,500.00**

Phone # 956:682-3466 Fax# 956:682-0372 Web Site: hecorp.com

Hamer Enterprises

4200-A N Bicentennial Dr
McAllen, Texas 78504

Invoice

Date	Invoice#
8/31/2012	2194

Bill To:

Hidalgo County
Information Technology Department
100 E Cano 4th Floor
Edinburg TX 78540
Attn: Mr Renan Ramirez

Ship To:

Same

P.O. Number	Terms	Rep	Ship	Via	FOB	Project
679807	Upon Receipt		9/04/2012			

Quantity	Item Code	Description	Price Each	Amount
60	HW	IDTECH Human Interface Device Model: IDMB-334133B Includes Software Programming Services S/N: T122436224, T122436225, T122436226 S/N: T122436227, T122436228, T122436229 S/N: T122436230, T122436231, T122436232 S/N: T122436233, T122436234, T122436235 S/N: T122436236, T122436237, T122436238 S/N: T122436239, T122436240, T122436241 S/N: T122436242, T122436243, T122436244 S/N: T122436245, T122436246, T122436247 S/N: T122436248, T122436249, T122436250 S/N: T122436251, T122436252, T122436253 S/N: T122436254, T122436255, T122436256 S/N: T122436257, T122436258, T122436259 S/N: T122436260, T122436261, T122436262 S/N: T122436263, T122436264, T122436265 S/N: T122436266, T122436267, T122436268 S/N: T122436269, T122436270, T122436271 S/N: T122436272, T122436273, T122436274 S/N: T122436275, T122436276, T122436277 S/N: T122436278, T122436279, T122436280 S/N: T122436281, T122436282, T122436283	75.00	$4,500.00

2012 SEP 12 PM 2 28
RECEIVED BY
COUNTY AUDITOR

Please make checks payable to Hamer Enterprises

TOTAL **$4,500.00**

Phone # 956:682-3466 Fax# 956:682-0372 Web Site: hecorp.com

AI-33581

Purchasing Department 17.
A.

CC REGULAR

Meeting Date: 08/14/2012

Department: IT DEPARTMENT

Information

CAPTION

Authorization to purchase equipment for the Enhanced JP Collection Project using the Justice Court Technology Fund.

BACKGROUND

Requisitions 220615, 220482 & 220486

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

Req. #220615, 220482 & 220486; funds available as of 8-10-12.

Attachments

backup

Quote - Card swipe readers

DA Auth email

Quote - PCs

Committee Purchase Request email

requisitions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2012 04:30 PM
Ivan Cantu	Ivan Cantu	08/10/2012 08:34 AM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM
Budget & Management	Merlen P. Munoz	08/03/2012 04:30 PM
Ivan Cantu	Ivan Cantu	08/10/2012 08:34 AM
Auditor's Office		08/10/2012 05:07 PM

Form Started By: Renan Ramirez Started On: 08/03/2012 02:10 PM

Final Approval Date: 08/10/2012

RECEIVED BY
COUNTY AUDITOR
2012 SEP 12 PM 2 28

Scofflaw Equipment Purchase Request

From: Rey Salazar <rey.salazar@co.hidalgo.tx.us>
Subject: Scofflaw Equipment Purchase Request
To: renan ramirez <renan.ramirez@co.hidalgo.tx.us>
Cc: collections committee <collections_committee@co.hidalgo.tx.us>; sergio cruz <sergio.cruz@co.hidalgo.tx.us>; velde guerra <velde.guerra@co.hidalgo.tx.us>; Yolanda Chapa <yolanda.chapa@co.hidalgo.tx.us>; marcos lopez <marcos.lopez@co.hidalgo.tx.us>

Good afternoon Renan,

Please proceed in placing an item on the agenda requesting approval to purchase equipment for the JP Enhanced Collections Project. You previously purchased and installed the first set of equipment currently being demonstration and tested at the Tax Office. This equipment was purchased thru the JP Collections Fund. The Tax Office has run and tested the equipment and acknowledged to us that they are content with the results.

Please proceed in purchasing the rest of the equipment necessary. Let me know if you have any questions.

Respectfully,

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 South Business Hwy. 281, Administrative Building
Edinburg, Tx. 78539
(956) 292-7025 Phone
(956) 292-7035 Fax

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BARCODE DISCOUNT

Trained Barcode Specialists 1-800-485-3730
Mon-Fri 7am-7pm CT

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Barcode Discount › Credit Card Swipe Reader › ID Tech Card Reader › ID Tech MiniMag II › **ID Tech IDMB-334133B**

IDMB-334133B - ID Tech MiniMag II Card Reader

Superior reading of high jitter, scratched, and worn cards

The IDTech MiniMag II is an intelligent, programmable MagStripe reader providing a wide range of functionality and value in a convenient package size. The entire unit is just 90 mm long, about the length of a credit card. It reads up to three tracks of information with a single swipe in either direction. It has a beeper and three-color LED indicator to signal a successful read. The reader is programmable so that the data format and intelligent interface output can be programmed & configured to match application and communication requirements. The Reader output format can be customized with user-friendly, Windows-based MagSwipe Configuration Utility. For example, after reading and validating card data, the unit can be programmed to parse the data, insert control characters, and add prefix/suffix characters while maintaining data integrity through vertical and longitudinal error checking. The reader also includes language options to ensure that the correct data is sent to the terminal.

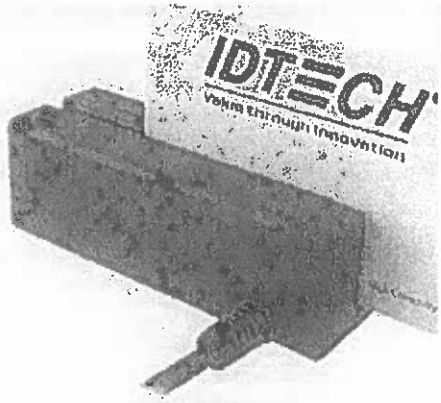


Image may differ from actual product.

QUESTIONS?

1-800-485-3730

Email

We respond to every email

Information:	Specifications | ID Tech's MiniMag II page |
Accessories:	No accessories available |

Part #	Description	Price	Order
IDMB-334133B	MiniMag 2, tracks 1, 2, & 3, USB interface. Includes USB cable. Color: black.	$66.80 In Stock	Add to Cart / Add to Quote

Hamer Enterprises

4200-A N Bicentennial Dr
McAllen. Texas 78504
Phone: (956) 682-3466 -:- Fax: (956) 682-0906

Quote Number: 9990

Quotation Date: 07/31/2012

Client:
Hidalgo County
Information Technology Dept.
100 N Closner
Edinburg TX 78540
Attn: Mr Renan Ramirez

Ship To:
Same

This quotation is valid for a period of 30 days unless modified in writing by Hamer Enterprises.

ITEM	QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED $ AMOUNT
1.	60	HW	IDTECH Human Interface Device Model: IDMB-334133B Includes Software Programming Services Delivered pre-programmed ready for installation (Plug&Play)	75.00	$4,500.00

RECEIVED BY COUNTY AUDITOR
2012 SEP 12 PM 2:28

Delivery dates will be confirmed upon acceptance of this quotation.

Special Instructions:

Sub Total	$4,500.00
Sales Tax	Not Applicable
Installation	Not Applicable
Freight	Not Applicable
Insurance	Not Applicable
Gross Amount	$4,500.00

Hamer Enterprises:

Authorized Signature: *Tony Worley*

Typed Name: Mr Tony C Worley/ss Title: Client Marketing Specialist Date: 07/31/2012

As an authorized agent, I accept the items above and the General Terms & Conditions attached hereto or incorporated herein and hereby acknowledged.

Authorized Client Signature: _____

Typed Name: Title: Date:

CDW

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NUMBER	CUSTOMER NUMBER	QUOTE DATE
CVVB375	4180795	7/30/2012

BILL TO:
RENAN RAMIREZ
100 E CANO ST
4TH FL

Accounts Payable
EDINBURG , TX 78539-4562

Customer Phone #956.318.2151

SHIP TO:
HIDALGO COUNTY
Attention To: RENAN RAMIREZ
100 E CANO ST
4TH FL

EDINBURG , TX 78539-4562
Contact: RENAN
RAMIREZ 956.318.2151

Customer P.O. # ID TECH QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866.405.6241	FEDEX Ground	MasterCard/Visa Govt	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
60	1164608	ID TECH MINIMAG 2 USB BLK Mfg#: IDMB-334133B Contract: TCPN - Technology Solutions R5106	52.00	3,120.00
		SUBTOTAL		3,120.00
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL ➧ 3,120.00

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 847.371.5000

Fax: 312.705.6472

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

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2012 SEP 12 PM 2 28

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp

Edna Kirby

From: Massey Brian [BMassey@govconnection.com]
Sent: Monday, July 30, 2012 12:57 PM
To: renan.ramirez@co.hidalgo.tx.us
Cc: Montanez Carlos
Subject: FW: Quotes for USB card readers

Good Afternoon Renan,

Unfortunately I have to no bid this one.

Thank you

Brian Massey
Account Manager
GovConnection
IT Solutions for Government and Education
bmassey@govconnection.com
Phone: 800-800-0019 x75056 Fax: 603-683-1514
www.govconnection.com

Upcoming Webinars
www.govconnection.com/webinars

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2012 SEP 12 PM 2 28

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Monday, July 30, 2012 11:35 AM
Cc: Phil Veale
Subject: Quotes for USB card readers

Need a quote for:

Quantity: 60 of the attached device

As an option, we also need the readers configured and installed on each PC locally.

If you cannot do this just no bid on the option.

Thanks!

==========

Renán Ramírez
Chief Information Officer
Information Technology Dept.
County of Hidalgo, Texas
956-289-7444

Commodity Codes Totals		
from 1/1/2012 to 8/21/2012		
Commodit	**COMMODITY DESC**	**Total**
20620	Communication Boards: Fax, Modem (Internal), Network Cards, etc.	4,528.50
20685	Scanners and Readers, Magnetic Strip	10,610.84

AI-35578 **23. E. 1.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation by (awarded vendor) O. E. INVESTMENTS, LTD on acquisition of company in connection to contract #E-12-205-07-31 (LA JOYA TOWER SITE) as of (August 16, 2012 pursuant to date of Bill of Sale) by "SBA TOWERS IV, LLC.

BACKGROUND

Bill of Sale between O.E.Investments and SBA Towers IV, LLC
Contract# E-12-205-07-31

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-083-0-441

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

BUDGETARY IMPACT:

PO# 679550 available balance as of 1-18-13 $11,908.00(La Joya)

2013 3-1100-421-00-280-083-0-441 available balance as of 1-18-13 $61,153
Reference: PO# 685651 O.E. Investments available $20,839.00(Weslaco)

Attachments

Bill of Sale-SBA Tower IV

Contract E-12-205-07-31-OEI-La Joya Tower Site

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/16/2013 09:47 AM
Budget & Management	Obdett Calzada	01/16/2013 10:23 AM
Manuel Chapa	Manuel Chapa	01/18/2013 09:21 AM
Auditor's Office	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Letty Saenz Started On: 12/05/2012 11:20 AM

Final Approval Date: 01/18/2013

5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

sbasite.com

RECEIVED
SEP 27 2012
COUNTY JUDGE

August 28, 2012

The County of Hidalgo, Texas
100 E. Cano St. 2nd Floor
Attn: Rene A. Ramirez, County Judge
Edinburg, TX 78539

Re: SBA Site ID: TX15151-A-03 SBA Site Name: LaJoya
Site Address: 41600 US Highway 83, LaJoya, TX 78560

Dear Lessee:

SBA Towers IV, LLC is pleased to announce completion of the acquisition in correlation to the above referenced telecommunications tower, which was previously owned by OE Investments, Inc.. Enclosed please find all necessary documentation as proof of this transaction, including a W-9 form completed by SBA Towers IV, LLC for your records. At your earliest convenience, please take the time to review your lease and ensure that any non- compliant matters are resolved, particularly regarding your electric use and consumption.

Please also note that effective immediately, all future rental payments related to this lease should be sent to the address below, and should reference SBA's invoice number and Site ID to ensure the accuracy and efficiency of all future payments made. All notices and correspondence related to this lease should be sent to the correspondence address noted below and should include SBA's Site ID and Site Name:

Rental Payments
SBA Towers IV, LLC
PO BOX 935406
Atlanta, GA 31193-5406
Re: TX15151-A-03
Attn: Accounts Receivable

Correspondence
SBA Towers IV, LLC
5900 Broken Sound Pkwy NW
Boca Raton FL, 33487-2797
Re: TX15151-A-03
Attn: Site Administration

Please ensure that you forward an Original Certificate of Insurance, which names SBA Towers IV, LLC as the certificate holder and additional insured at the site. The Certificate of Insurance should also contain SBA's Site ID number and /or Site Name so our records will reflect that your company forwarded the Certificate in accordance with the lease.

In the event of a tower operation emergency or if assistance is required to access the site, please contact our Network Operations Center, which is open 24 hours a day, 7 days a week, at (888) 950-7483. You can also visit SBA's interactive webpage at www.sbasite.com for additional company information.

If you have any questions regarding this transaction, please contact Jose Valdivia, Site Administration Specialist direct at (561) 226-9963.

Sincerely,

Rhonda Kranick
Site Administration Specialist
Enclosures

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 9/28/12 BY: Laura T.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale/Assignment") is made and entered into as of this 10th day of August, 2012 ("Transfer Date"), by O.E. INVESTMENTS, LTD., a Texas limited partnership ("Assignor"), to SBA TOWERS IV, LLC, a Florida limited liability company ("Assignee").

RECITALS

A. Pursuant to that certain Purchase and Sale Agreement ("Purchase and Sale Agreement") dated as of June 21st, 2012, by and between Assignor and Assignee, Assignor is selling, leasing and/or assigning to Assignee all of Assignor's right, title, claim and interest in that certain one (1) parcel of real property (the "Real Property") and improvements thereon, including but not limited to one (1) communications tower or monopole on the Real Property (collectively, the "Tower"), which Real Property is more particularly described on Exhibit "A" attached hereto. All capitalized terms not otherwise defined in this Bill of Sale/Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

B. Assignor further desires to convey and/or assign all of its right, title, claim and interest in and to the Personal Property (as defined herein), the Tenant Leases and the Security Deposits (as defined herein), together with certain rights and guarantees in connection therewith, to Assignee as of the Transfer Date.

NOW THEREFORE, in consideration of the mutual covenants contained in this Bill of Sale/Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. SALE OF PERSONAL PROPERTY. Assignor hereby irrevocably and absolutely conveys, sells, transfers and delivers to Assignee, for itself and for its successors and assigns, all Tangible Personal Property and Intangible Personal Property owned by Assignor and used in connection with the Real Property, including but not limited to the Tower and any appurtenances to or improvements located on the Real Property to the extent deemed personalty (collectively, "Personal Property"), except those items of personal property listed on Exhibit "B" attached hereto which are expressly excluded from the Personal Property. Assignor hereby warrants to Assignee, and its successors and assigns, that (a) Assignor is the sole and lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances and (c) Assignor has good right to sell the Personal Property.

3. ASSIGNMENT. As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Assigned Lease Interests, as defined in this paragraph. As used

8/10/12

herein, the term Assigned Lease Interests shall include (a) the Tenant Leases with respect to the Real Property, including those identified on the rent roll attached hereto as Exhibit "C" (the "Rent Roll"); (b) all security deposits under such Tenant Leases (the "Security Deposits") (including those identified on the Rent Roll); (c) all rights to any unpaid rents or other payments under such Tenant Leases; and (d) all guarantees and other assurances with respect to such Tenant Leases. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders and past, present and future directors, and officers, together with the Assigned Lease Interests from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Assigned Lease Interests prior to the Transfer Date or which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the Assigned Lease Interests. None of the Assigned Lease Interests have been assigned to any individual or entity (other than Assignee).

4. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and assumes all of the Assignor's obligations under the Assigned Lease Interests which arise or relate to the period after the Transfer Date, provided, however, Assignee only assumes the obligations with respect to the Security Deposits to the extent Assignee has received such Security Deposits from Assignor. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

5. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Bill of Sale/Assignment occurred or shall occur in Hidalgo County, Texas. Any civil action or legal proceeding arising out of or relating to this Bill of Sale/Assignment shall be brought in the courts of record of the State of Texas in Hidalgo County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Bill of Sale/Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

6. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration arising out of this Bill of Sale/Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.

8/16/12

7. BINDING EFFECT. This Bill of Sale/Assignment will be binding upon, and will inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

8. GOVERNING LAW. This Bill of Sale/Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Texas without regard to principles of conflicts of laws.

9. COUNTERPARTS. This Bill of Sale/Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. PURCHASE AND SALE AGREEMENT. Nothing contained in this Bill of Sale/Assignment will be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase and Sale Agreement.

THIS BILL OF SALE/ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

[EXECUTION PAGES FOLLOW]

Witnesses:

Cynthia L. Brand
Print Name: Cynthia L. Brand

Linda Stansell
Print Name: Linda Stansell

ASSIGNOR:

O.E. INVESTMENTS, LTD., a Texas limited partnership

By: _____
Othal E. Brand, Jr.
President

Witnesses:

Nicole Pecchia
Print Name: NICOLE PECCHIA

Mary Grayson
Print Name: MARY GRAYDON

ASSIGNEE:

SBA TOWERS IV, LLC, a Florida limited liability company

By: _____
Neil Seidman
Vice President

EXHIBIT "A"

Legal Description

LEGAL DESCRIPTION OF THE LAND:

A 7.0 acre tract of Land out of a 905.87 acre tract out of Porciones 46 and 47, Hidalgo County, Texas; said 905.87 acre tract described in deed recorded in Volume 3378, Page 755, Deed Records,

BEGINNING at an iron rod on the West line of the 905.87 acre tract, North 9 Deg. 11 Min. 38 Sec. East, 670.0 feet from its Southwest corner, for the Southwest corner of the following described tract of land; said point being the Northwest corner of the Southwestern Bell 10.31 acre tract and located North 9 Deg. 11 Min. 38 Sec. East, 670.0 feet from the Intersection of the East line of The Patricio Perez Partition and the North line of US Highway No. 83, said Patricio Perez Partition recorded in Vol.. 11 Page 21, Map Records;

THENCE; with the West line of the 905.87 acre tract and the East line of the Patricio Perez Partition, North 9 Deg. 11 Min. 38 Sec. East, 553.0 feet to an iron rod, for the Northwest corner hereof;

THENCE, parallel to the North line of the Southwestern Bell 10.31 acre , South 77 Deg. 17 Min. 55 Sec. East 553.0 feet to an iron rod, for the Northeast corner hereof;

THENCE, parallel to the West line of the 905.87 acre tract, South 9 Deg. 11 Min. 38 Sec. West 553.0 feet to an iron rod on the North Line of the Southwestern Bell 10.31 acre tract, for the Southeast corner hereof;

THENCE with the North line of said 10.31 acre tract, North 77 Deg. 17 Min. 55 Sec. West, 553.0 feet to the POINT OF BEGINNING, containing 7.0 acre of land more or less.

30 FOOT ACCESS EASEMENT

Being a 34,273 square-foot tract of land situated in Porcion 46, and also being located in the City of La Joya, Hidalgo County, Texas and being out of a 905.87 acre tract of land described in deed to Hidalgo County Irrigation District as recorded in Document No. 295543, Hidalgo County Official Records (H.C.O.R.), said 34,273 acre tract being more particularly described by a center line strip description as follows:

COMMENCING FOR REFERENCE at the southwest corner of said 905.87 acre tract and being located in the north right-of-way line of U.S. Highway 83;

THENCE South 66° 45' 25" East departing from the southwest corner of said 905.87 acre tract and with the north right-of-way line of said Hwy. 83, a distance of 9.4 feet to a point;

THENCE South 74° 32' 41" East continuing with said north right-of-way line, a distance of 315.3 feet to a point;

THENCE South 80° 09' 59" East, a distance of 207.6 feet to a point for the centerline of the herein described tract and for the POINT OF BEGINNING;

THENCE North 03° 37' 09" West departing from said north right-of-way line, a distance of 74.3 feet to a point;

THENCE North 72° 12' 15" West, a distance of 80.8 feet to a point;

THENCE North 80° 37' 41" West, a distance of 144.6 feet to a point;

THENCE North 58° 03' 11" West, a distance of 46.1 feet to a point;

THENCE North 27° 43' 48" West, a distance of 46.1 feet to a point;

THENCE North 00° 43' 33" East, a distance of 50.3 feet to a point;

THENCE North 16° 57' 24" East, a distance of 309.0 feet to a point;

THENCE North 10° 30' 55" East, a distance of 49.4 feet to a point;

THENCE North 01° 01' 31" East, a distance of 49.4 feet to a point;

THENCE North 07° 11' 41" West, a distance of 58.8 feet to a point;

THENCE North 00° 33' 25" West, a distance of 58.8 feet to a point;

THENCE North 09° 42' 08" East, a distance of 152.8 feet to a point;

THENCE North 01° 26' 38" East, a distance of 22.2 feet to a point for the POINT OF TERMINATION and for a total distance of 1,142.4 feet.

EXHIBIT "B"

Items excluded from Personal Property

None

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
SBA TOWERS IV, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► P

☐ Exempt payee

☐ Other (see instructions) ►

Address (number, street, and apt. or suite no.)
5900 BROKEN SOUND PKWY NW

City, state, and ZIP code
BOCA RATON, FL. 33487

List account number(s) here (optional)

Requester's name and address (optional)
REMIT TO ADDRESS:
SBA Towers IV LLC
P O Box 935406
Atlanta GA 31193-5406

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
95 - 4817367

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 ► [signature] Date ► 5/16/12

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.

SBACO-1 OP ID: DM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/11/13

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 Henderson Brothers, Inc. 920 Ft Duquesne Blvd Pittsburgh, PA 15222 Clem J. Wandrisco, III 412-261-1842 412-261-4149	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED SBA Communications Corporation Thomas Hunt, Esquire 5900 NW Broken Sound Parkway Boca Raton, FL 33487	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Liberty Insurance Corporation 42404 INSURER B : Illinois Union Insurance Compa INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		EB2-631-510026-052	03/15/12	03/15/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 N/A 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X 500 CMP/CL X HCPD: ACV			AS2-631-510026-062	03/15/12	03/15/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			TH7-631-510026-012	03/15/12	03/15/13	EACH OCCURRENCE AGGREGATE	$ $	25,000,000 25,000,000
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA7-63D-510026-032 WC7-631-510026-042	03/15/12 03/15/12	03/15/13 03/15/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	PROFESSIONAL			COOG24541800002	03/15/12	03/15/13	CLAIM/AGG SIR		5,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For Reference Only: 41600 Highway 83 La Joya, Texas 78560. 176 S. Milanos Weslaco, TX 78596

CERTIFICATE HOLDER

41800

County of Hidalgo
2812 S. Bus.Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Clem J. Wandrisco, III

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NAMED INSUREDS
SBA COMMUNICATION CORPORATION
SBA DAS HOLDINGS, LLC
SBA DEPOSITOR LLC
SBA GUARANTOR LLC
SBA HOLDINGS LLC
SBA INFRASTRUCTURE, LLC
SBA LAND, LLC FKA TCO LAND LLC
SBA MONARCH ACQUISITIN, LLC
SBA MONARCH TOWERS I, LLC
SBA MONARCH TOWERS II, LLC
SBA MONARCH TOWERS III, LLC
SBA NETWORK MANAGEMENT, INC.
SBA NETWORK SERVICES, LLC
SBA PROPERTIES, INC.
SBA PUERTO RICO, INC.
SBA SENIOR FINANCE II LLC
SBA SENIOR FINANCE, LLC
SBA SITE MANAGEMENT, LLC

SBA SITES, INC.
SBA STEEL LLC
SBA STRUCTURES, INC.
SBA TELECOMMUNICATIONS, INC.
SBA TOWERS II LLC
SBA TOWERS III LLC
SBA TOWERS IV, LLC
SBA TOWERS USVI, INC.
SBA TOWERS USVI II INC.
SBA TOWERS, LLC
SHARED TOWERS PA, LLC
SITEXCELL VENTURES LLC
STC TOWER DEVELOPMENT ACQUISITION 2012, LLC
SUFFOLK WIRELESS ACQUISITION 2012, LLC
TCG ACQUISITION, LLC
WIRELESS NETWORK MANAGEMENT ACQUISITION 2010 LLC
WIRELESS TOWEERS ACQUISITION 2011 LLC
XCELL TOWERS ACQUISITION 2012 LLC

ATLAS TOWERS ACQUISITION 2011, LLC
CMC WIRELESS ACQUISITION 2011, LLC
COLLIER ENTERPRISES II LLC
RANCH CREEK HOLDINGS ACQUISITION 2011 LLC
SBA 2012 TC, LLC
SBA 2012 TC II, LLC
SBA 2012 TC ACQUISITION, LLC
SBA 2021 TC ASSETS, LLC
SBA 2012 TC ASSETS LAND , LLC
SBA 2012 TC ASSETS PR, LLC
SBA 2012 TC FINANCE, LLC
SBA 2012 TC HOLDINGS, LLC
SBA 2012 TC LAND II, LLC

E-12-205-07-31

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 25, 2012

Othal E. Brand, Jr., President/C.E.O.
O. E. INVESTMENTS, LTD.
P. O. Box 4408
Mc Allen, Texas 78502
Ph. (956) 793-0103 C (956) 793-0103

via email Obrand@rioplexwireless.com
via facsimile (956) 631-2334

Re: Renewal/Extensions for the following: E-11-215-07-26 (C-10-043-08-03) -LA JOYA TOWER SPACE & E-11-216-07-26 (C-10-044-08-03) WESLACO TOWER SPACE- HIDALGO COUNTY EMERGENCY DIVISION.

Dear Mr. Brand:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (Second 2nd Year) of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 7/26/12
Othal E. Brand, President/C.E.O.

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia M. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2012

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 Shepard Insurance Agency P.O. Box 4288 McAllen, TX 78502	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A:** Essex Insurance Company **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**
INSURED O E Investments Ltd 41600 Hwy 83 La Joya, TX 78560	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CL420913390	01/18/2012	01/18/2013	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 $ $ 100,000 $ $ 5,000 $ EXCLUDED $ $2,000,000 $ EXCLUDED
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

RE: 41600 Hwy 83 La Joya, Texas 78560
176 S. Milanos Weslaco, Texas 78596

CERTIFICATE HOLDER

County of Hidalgo
2812 S. Bus. Hwy 281

Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amy Leicht

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2012

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.

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PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Enedelia Hernandez
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS: nellieh@shepins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	0060
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

COVERAGES **CERTIFICATE NUMBER: 2012-2013 W/C** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		TSF-0001208277	01/28/2012	01/28/2013	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kent Shepard/CL21

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AGENDA
CC CONSENT
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
July 31, 2012
9:30 A.M.

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

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 Commissioner, 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.

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:**

Approved

A. **AI-33343** 2012 - County Clerk (1100)

B. **AI-33287** 2012 - Sheriff's Office (1284)

C. **AI-33406** 2012 - Sheriff's Office East Substation (1342)

D. **AI-33286** 2012 - Sheriff's Office (1100)

E. **AI-33240** 2012 - Sheriff's Office (1228)

F. **AI-33253** 2012 - Health & Human Services Dept. (1293)

G. **AI-33255** 2012 - Health & Human Services Dept. (1100)

H. **AI-33301** 2012 - Health & Human Services Dept. (1293)

I. **AI-33276** 2012 - Human Services (1100)

D. AI-33327 Pct. #4 CO 2010:
Approval of 2012 interdepartmental transfer from Pct. #4 CO2010A&B Drainage Improvement (program 036) to Pct. #4 CO2010 A&B Drainage Improvement (program 049 & 051) in the amount of $8,000.00

E. AI-33412 Sheriff's Office (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Sheriff's Office in the amount of $3,500.00.

4. **Planning Department:**

A. AI-33415 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

5. **Right of Way - Permits:**

A. AI-33310 North Alamo Water Supply Corporation:
1. Bore Mile 17 1/2 North- will be extending a 1" service line along Cesar Chavez Road for approximately 100 feet. (Antonio Villeda)

6. **Membership Dues:**

A. AI-33330 Sheriff's Office:
Requesting approval for payment of 2012 membership dues and certification for Jaime Garcia and K9 Bombix to the National Narcotic Detector Dog Association, Inc. in the amount of $30.00 for membership dues, $25.00 for the narcotics certification and $25.00 for the police service dog certification.

7. **Budget & Management:**

A. AI-33264 1. Approval of reimbursement in the amount of $754,182.64 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 07/07/12 to 07/20/12.

07/07-13/12	$411,187.14
07/14-20/12	$342,995.50
TOTAL	$754,182.64

2. Approval of wire transfer to cover claims paid.

8. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE

PAYMENT(S)/CHECK(S).

A. **AI-33435** **Cooperative Agreements:**
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

B. **AI-33176**
1. Recommendation (by a member of) Hidalgo County Commissioners Court not to approve an option to exercise the final (1) One year extension term as provided in current contract #C-10-259-08-17 for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3 for Hidalgo County Precinct No 3, under the same rates, terms and conditions with PRO MEDIC EMS including the obligation of the vendor to continue services for a contractual ninety (90) days provision of services until the contracting (by HC) of a provider; and, proceed with,

2. Authority to advertise the procurement of, including, approval of requirements/specifications/scope of services for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3.

C. **AI-33273**
Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County Urban County Program-"Lease Office Space to House Hidalgo County Urban County Program"-RFB No.: 2012-143-00-00-SGS, including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

D. **AI-33450**
Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for:**"LEASE OF TOWER SPACE"** in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

APPROVED

AI-33450 **8. D.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for**:"LEASE OF TOWER SPACE"** in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

BACKGROUND

Extension/Renewal-OEInvestments, Inc-E-11-215-07-26 (C-10-043-08-03) LA JOYA TWR SITE & E-11-216-07-26 (C-10-044-08-03) WESLACO TWR SITE

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-083-0-441

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

BUDGETARY IMPACT:

Funds available as of 7/30/12 $32,572.00.

Attachments

Ext/Renewal-OEI-La Joya Tower Site
Ext/Renewal-OEI-Weslaco Tower Site

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:53 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:56 PM
Rosalinda Cantu	Merlen P. Munoz	07/27/2012 03:39 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Letty Saenz Started On: 07/26/2012 02:46 PM

Final Approval Date: 07/27/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDED AND RESTATED
LEASE AGREEMENT
C-10-043-08-03

This **AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS** and **O.E. INVESTMENTS, LTD.**, a Texas Corporation, effective the 3rd day of August 2010, is made between the parties, as follows:

WHEREAS, on or about June 22, 2010 Hidalgo County (the "Lessee") executed a Lease Agreement (the "Lease Agreement") which was to be approved and executed by O.E. Brand (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the Lease Agreement accidently omitted a term required in the bid specifications and the Lessee now desires to amend and restate the Lease Agreement to correct the mistake;

WHEREAS, Lessor, although not executing the original Lease Agreement, desires to execute this Amended and Restated Lease Agreement;

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, this **AMENDED AND RESTATED LEASE AGREEMENT** is made and entered into this 3rd day of August, 2010 by and between **O. E. Investments, Inc.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit A-1 and Exhibit A-2, incorporated herein at this point for all purposes ("the Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **August 3, 2010** and expiring on **August 2, 2011**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Voluntary Termination

2.03 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.04 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of Two **Thousand Seven Hundred Dollars ($2,700.00)** per month for a **one (1) year period**. Rent for any partial month of the initial lease term shall be prorated. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease. Each Rental payment shall be paid in lawful money of the United States at the time to the Lessor at: **P.O. Box 4408, McAllen, Texas 78502**, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee forty two (42) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent,all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Article I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **August 3, 2010** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of

this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR
O. E. Investments, Ltd.
Attn: Othal E. Brand, Jr.
P. O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Rene A. Ramirez, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Division of Emergency Services
Attn: A. A. "Tony" Pena, Jr., Emergency Manager Coordinator
1615 South Closner, Suite G
Edinburg, Texas 78539

Parties Bound

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

Texas Law to Apply

10.03 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.

Legal Construction

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant
of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment subject to the Lessor's approval/disapproval. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Amended and Restated Lease Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON August 3, **2010**

HIDALGO COUN TY, TEXAS

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

O.E. INVESTMENTS, LTD.

By:
Othal E. Brand, Jr., President/CEO

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"Lease of Tower Space-La Joya, TX"
Bid No: 2010-043-05-12-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 3 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Lease Agreement, consisting of 10 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) 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, CPPB
Purchasing Agent

April 26, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

April 26, 2010

Re: **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**
Request for Bids -**"LEASE OF TOWER SPACE-LA JOYA, TX"**
Bid No: 2010-043-05-12-ERT

Dear Gentleman/Ladies:

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, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"

BID OPENING DATE:
May 12, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES–LEASE OF TOWER SPACE-LA JOYA, TX"** 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-2010-043-05-12-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, May 12, 2010. 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 "REQUEST FOR BIDS - 2010-043-05-12-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX".** 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid 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. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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

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 DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Division of Emergency Services
  Attn: Belinda Alvarez
  100 E. Cano, 2nd Floor
  P.O. Box 1356
  Edinburg, TX 78539
  956-318-2600

17. Schedule of Events

Bid Opening, 9:30 AM	**May 12, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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 DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID NO.: 2010-043-05-12-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - Administration Building
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: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
(DEPARTMENT OF EMERGENCY MANAGEMENT)
"LEASE OF TOWER SPACE-LA JOYA,TX"
RFB NO. 2010-043-05-12-ERT
SPECIFICATIONS

Hidalgo County is seeking to Lease Tower Space for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
La Joya	26-14-57.0 N	098-30-12.6 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
La Joya	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below.

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below.

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below.

8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.

9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.

10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.

12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.

13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

14) Tower site lease provider agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the tower site lease providers approval/disapproval.

15) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.

16) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

17) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.

18) **Tower site lease provider agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.**

19) **Tower site lease provider agrees to hold Hidalgo County harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and**

liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.

20) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

21) **Vendor must have a bid amount for ALL terms.**

22) **Tower rent MUST include cost of electricity, air conditioning BTU/electricity cost, building space cost, microwave connectivity cost, and tower space height cost.**

23) Any contract awarded to a successful bidder will be in effect until;
a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

24) **The awarded bidder shall adhere to the following insurance requirements:**
Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term:
The term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

Premises:
Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

Installed Equipment

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Site – La Joya, TX

800 MHz Radio Communications System

Master Antenna System
One transmit antenna shall be located at 480 feet.
One receive antenna shall be located at 430 feet.
One tower top preamp located at 430 feet.
One three foot microwave dish located at 250 feet.

Uninterruptible Power Supply system

Site Equipment List

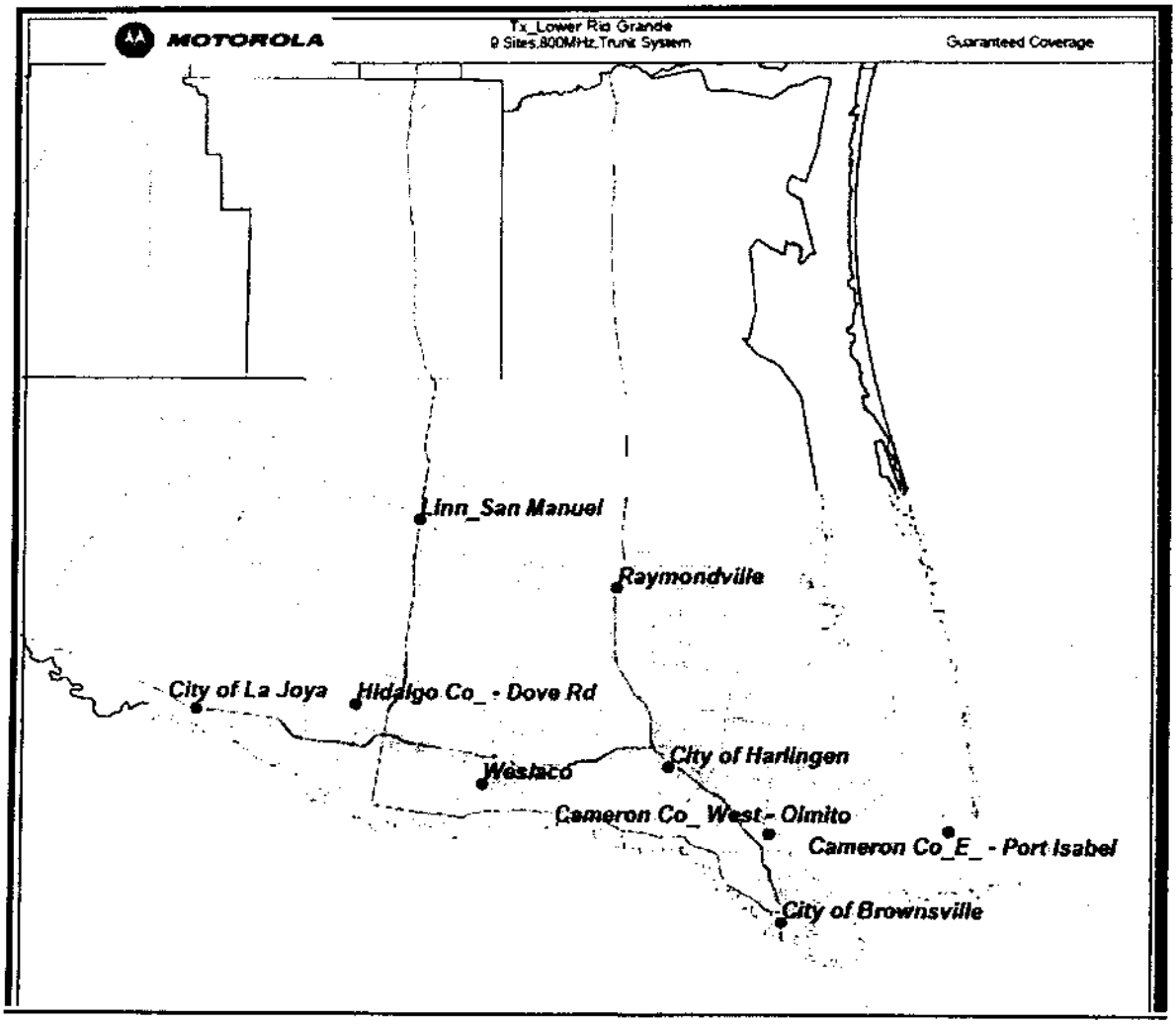
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000

1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

LRGVDC Project 25 800 MHz Voice and Data Radio Communications System

Engineered Coverage

Hidalgo County 800 MHz Elements



Site - La Joya

PREMISES

19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS

DISQUALIFICAITONS OF BIDDERS:
Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN, MAY 5, 2010 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than MAY 7, 2010 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID No: 2010-043-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 1st term of 1 year (12 months)	
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 2nd term of 1 year (12 months)	
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 3rd term of 1 year (12 months)	
4th 1 year term:	
Total cost per month	

Total cost for 4th term of 1 year (12 months)	
5th 1 year term:	
Total cost per month	
Total cost for 5th term of 1 year (12 months)	
6th 1 year term:	
Total cost per month	
Total cost for 6th term of 1 year (12 months)	
7th 1 year term:	
Total cost per month	
Total cost for 7th term of 1 year (12 months)	
8th 1 year term:	
Total cost per month	
Total cost for 8th term of 1 year (12 months)	
9th 1 year term:	
Total cost per month	
Total cost for 9th term of 1 year (12 months)	
10th 1 year term:	
Total cost per month	

Total cost for 10th term of 1 year (12 months)	
Grand Total	
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT. ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GEN'L 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) $
C	**GARAGE LIABILITY** ☐ ANY AUTO **EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $ EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

CANCELLED

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 BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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

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
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

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.:**

Revised 12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | 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 Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• 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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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 4 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 regarding partnerships* on page 1.

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" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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 chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.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. Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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 single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

[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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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 "A-1"
LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF LA JOYA, TEXAS

That space located 480 feet above ground level (AGL) or 620 feet above mean sea level (AMSL) on that certain tower located in La Joya, Texas on that certain property more particularly described in Exhibit A-2 attached hereto.

EXHIBIT "A-2"

PROPERTY LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF LA JOYA, TEXAS

(see attached)

Federal Aviation Administration
Southwest Region
Air Traffic Division, ASW-520
Fort Worth, TX 76193-0520

AERONAUTICAL STUDY
No: 00-ASW-5135-OE

ISSUED DATE: 10/16/00

OTHAL BRAND
OE INVESTMENTS, INC.
PO BOX 4408
MCALLEN, TX 78502

** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Description: ANTENNA TOWER (NEW) / SITE: LA JOYA A
150 MHZ & 460 MHZ @ ALL 200 WATTS ERP
Location: LA JOYA TX
Latitude: 26-14-57.00 NAD 83
Longitude: 098-30-12.60
Heights: 480 feet above ground level (AGL)
620 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

-As a condition to this determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, Chapters 3(Marked), 4, 5(Red), & 12.

-It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

___ At least 10 days prior to start of construction (7460-2, Part I)

X Within 5 days after construction reaches its greatest height (7460-2, Part II)

This determination expires on 04/16/02 unless:

(a) extended, revised or terminated by the issuing office or
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case the determination expires on the date prescribed by the FCC for completion of construction or on the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

-As a result of this structure being critical to flight safety, it is

required that the FAA be kept apprised as to the status of this project. Failure to respond to periodic FAA inquiries could invalidate this determination.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, frequency(ies) or use of greater power will void this determination. Any future construction or alteration, including increase in heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at 817-222-5534. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 00-ASW-5135-OE.

Bruce C Beard

Bruce C. Beard
Specialist, Airspace Branch

(DNE)

7460-2 Attached

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
905.87 ACRES OF LAND
PORCION 46 AND 47
HIDALGO COUNTY, TEXAS

A tract of land containing 905.87 acres of land situated in Hidalgo County, Texas, and also being a part or portion of PORCION 46 and part or portion of TRACT NO. 1, PORCION 47, and said 905.87 acres also being more particularly described as follows:

BEGINNING at a fence corner post on the East line of said Tract No. 1 of Porcion 47 and the North right-of-way line of U. S. Expressway 83, for the Southeast corner of this tract;

THENCE S. 82° 19' 12" W. along said fence and the North right-of-way line of said Expressway 83 a distance of 4549.97 feet to a #4 rebar found for an angle point of this tract;

THENCE S. 87° 50' 21" W. along said fence and said North right-of-way a distance of 378.67 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 87° 36' 11" W. along said fence and said North right-of-way a distance of 188.17 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 80° 07' 38" W. along said fence and said North right-of-way a distance of 375.28 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 74° 30' 20" W. along said fence and said North right-of-way a distance of 315.31 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 66° 43' 04" W. along said fence and said north right-of-way a distance of 9.41 feet to a fence corner for the Southwest corner of this tract;

THENCE N. 9° 11' 38" E. along said fence, a distance of 5117.61 feet to a fence corner for the western most Northwest corner of this tract;

THENCE N. 64° 40' 05" E. a distance of 185.66 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 81° 41' 13" E. a distance of 729.73 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 34° 52' 05" E. a distance of 143.70 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 87° 31' 14" E. a distance of 439.99 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 64° 04' 23" E. a distance of 739.88 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 25° 01' 39" E. a distance of 1314.38 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 08° 44' 55" E. a distance of 2248.38 feet to a #4 rebar set for an outside corner of this tract;

THENCE S. 14° 30' 29" E. a distance of 1689.94 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 61° 17' 48" E. a distance of 508.94 feet to a #4 rebar set for an inside corner of this tract;

THENCE N. 15° 37' 38" E. a distance of 1710.98 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 28° 33' 46" E. a distance of 2473.97 feet to a #4 rebar set for an outside corner of this tract;

THENCE S. 72° 28' 51" E. a distance of 333.72 feet to a #4 rebar set for an inside corner of this tract;

THENCE N. 35° 12' 51" E. a distance of 745.75 feet to a #4 rebar set for the northern most Northwest corner of this tract;

THENCE S. 74° 01' 45" E. a distance of 309.46 feet to a #4 rebar set on a fence line and the East line of said Tract No. 1 of Porcion 47, for the Northeast corner of this tract;

THENCE S. 8° 58' 39" W. along said fence and the East line of said Tract No. 1 of Porcion 47, a distance of 10216.33 feet to the POINT OF BEGINNING, containing 905.87 acres of land, more or less.

6\D\CM\EXA1

Charge And Return To
Edwards Abstract And Title Co
208 W. Cano
Edinburg, TX 78539

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

THAT CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, a Connecticut corporation, hereinafter referred to as "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS cash, and other good and valuable consideration, in hand paid by HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, hereinafter referred to as "GRANTEE", receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE, the property, lying and being situated in Hidalgo County, Texas, (collectively, the "Property") described as follows and save and except and subject to the following:

All that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, subject to the LaJoya Hunting and Fishing Club Agreement, as amended, existing ordinances, rules and regulations and all valid and subsisting leases, easements, reservations, and exceptions of record and/or visible or apparent and subject to taxes for the year 1993 and subsequent years, and by acceptance hereof GRANTEE hereby assumes and agrees to pay taxes for the year 1993 and subsequent years; (GRANTOR hereby agreeing to pay taxes which are due and owing for the year 1992); and subsequent assessments for prior years (which shall include assessment of additional taxes due to this conveyance, GRANTEE's use of the Property or a change in appraisal and the so-called rollback obligation relating to agricultural use and appraisal);

SAVE AND EXCEPT and there is hereby reserved and retained by GRANTOR for itself and its successors and assigns (i) 145.6 acre feet of Class B water rights and all other water rights, certificates of adjudication and permits owned, held or claimed by GRANTOR, (ii) all pipes, facilities, pumps, motors, meters, equipment and other personal property and fixtures located on the Property, and the right, privilege and easement to use the same pursuant to the Easement Agreement herein referenced and the right, privilege and easement for thirty (30) days hereafter to remove the same to the extent not located

within the Easement Parcels defined and described in said Easement Agreement, (iii) certain easements, rights and privileges on, over, under, across and through the Property as set forth and described in, and upon the terms and provisions of, that certain Easement Agreement of even date herewith by and between GRANTOR and GRANTEE, which is incorporated herein by this reference, (iv) that certain Water Delivery Agreement by and between GRANTOR and GRANTEE of even date herewith together with all rights, benefits, privileges and easements therein set forth which are incorporated herein by this reference, and (v) that certain Drainage Easement by and between GRANTOR and GRANTEE of even date herewith together with all rights, benefits, privileges and easements therein set forth which are incorporated herein by this reference;

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject and save except as aforesaid, unto GRANTEE, and GRANTEE's successors and assigns, forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property, subject and save and except as aforesaid, unto GRANTEE, and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR but not otherwise.

This conveyance is being made and accepted without warranty, express or implied, except the title warranty herein expressly set forth, and GRANTEE by acceptance of this Deed acknowledges and agrees that the Property is being conveyed "AS IS" without warranties, express or implied, which warranties are DISCLAIMED hereby, except only the title warranty herein set forth.

EXECUTED this the 1st day of December, 1992.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

BY: _____
Name: Stephen Cunningham
Title: Senior Investment Officer

Grantee's name and address:

Hidalgo County Irrigation District No. 16
P. O. Box 1044
Mission, Texas 78572

THE STATE OF CONNECTICUT §

COUNTY OF HARTFORD §

This instrument was acknowledged before me this 1st day of December, 1992, by Stephen R. Cunningham, Senior Investment Officer of CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, on behalf of said CONNECTICUT MUTUAL LIFE INSURANCE COMPANY.

Beatrice C. Swanson
Notary Public, State of Connecticut

6\CM\D2

BEATRICE C. SWANSON
NOTARY PUBLIC
My Commission Expires March 31, 1994

EXHIBIT "B"

BID PAGE with BID TABULATION

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES	
BID OPENING DATE: May 12, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LEASE OF TOWER SPACE-LA JOYA, TX"	
BID NO: 2010-043-05-12-ERT	**BUYER: ERIC TREVINO**

NAME OF COMPANY	BID AMOUNT
O.E INVESTMENTS, LTD **MCALLEN, TX 78502**	Year 1 - $32,400.00
	Year 2 - $34,020.00
	Year 3 - $35,724.00
	Year 4 - $37,512.00
	Year 5 - $39,384.00
	Year 6 - $41,352.00
	Year 7 - $43,416.00
	Year 8 - $45,588.00
	Year 9 - $47,868.00
	Year 10 - $50,256.00
	Grand Total for 10 years - $407,520.00

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID No: 2010-043-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,700.00
Total cost for 1st term of 1 year (12 months)	$32,400.00
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,835.00
Total cost for 2nd term of 1 year (12 months)	$34,020.00
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,977.00
Total cost for 3rd term of 1 year (12 months)	$35,724.00
4th 1 year term:	
Total cost per month	$3,126.00

Total cost for 4th term of 1 year (12 months)	$37,512.00
5th 1 year term:	
Total cost per month	$3,282.00
Total cost for 5th term of 1 year (12 months)	$39,384.00
6th 1 year term:	
Total cost per month	$3,446.00
Total cost for 6th term of 1 year (12 months)	$41,352.00
7th 1 year term:	
Total cost per month	$3,618.00
Total cost for 7th term of 1 year (12 months)	$43,416.00
8th 1 year term:	
Total cost per month	$3,799.00
Total cost for 8th term of 1 year (12 months)	$45,588.00
9th 1 year term:	
Total cost per month	$3,989.00
Total cost for 9th term of 1 year (12 months)	$47,868.00
10th 1 year term:	
Total cost per month	$4,188.00

Total cost for 10th term of 1 year (12 months)	$50,256.00
Grand Total	
Total Cost for 10 years (120 months)	$407,520.00
FCC Antenna Site Registration #	1223120

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments, Ltd.

ADDRESS: P.O. Box 4408

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103, (956) 631-2334-Fax

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: obrand@rioplexwireless.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Othal E. Brand, Jr.

TITLE President / CEO

OPENED
9:52am
MAY 12 2010
Witnessed

EXHIBIT "C"

INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2009

PRODUCER 956.686.3888 FAX 956.682.5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

INSURED O E Investments, Inc.
Po Box 4408
McAllen, TX 78502-4408

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	NAIC #
INSURER A: Scottsdale Insurance	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CPS1097250	12/02/2009	12/02/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed as additional insured on GL policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Bus Hwy 281
Edinburg, TX 78539

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
Kent Shepard/CL25

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ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 12/01/2009

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502	COMPANY Great American Insurance Comp 3200 Wilcrest Ste 300 Houston, TX 77042
PHONE (A/C. No. Ext): 956.686.3888 FAX (A/C. No): 956.682.5650 E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #: 00007015	
INSURED O E Investments, Inc. Po Box 4408 McAllen, TX 78502-4408	LOAN NUMBER POLICY NUMBER: IMP157 53 62 00 EFFECTIVE DATE: 12/02/2009 EXPIRATION DATE: 12/02/2010 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
1 Loc 00001 Bldg 00001 41600 Hwy 83 La Joya, TX 78560
2 Loc 00002 Bldg 00001 176 S Milanos Weslaco, TX 78596

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN I: SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

	COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000
2	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000

REMARKS (Including Special Conditions)

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 ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATIO OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Hidalgo County Purchasing Department 2812 S Bus Hwy 281 Edinburg, TX 78539	☐ MORTGAGEE ☐ LOSS PAYEE ☒ ADDITIONAL INSURED Certificate holder LOAN # AUTHORIZED REPRESENTATIVE Kent Shepard/CL25

ACORD 27 (2006/07)

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AI-22261 **44.A.0.**

Hidalgo County Emergency Mgt Division-Amended and Restated Lease Agreements (O E Brand Investments, Ltd) for Tower Space in La Joya and Weslaco, Texas

CC REGULAR

Date: 08/03/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval of the "Amended" and "Restated" Lease Agreements previously (approved by CC on 06/22/10) to O.E. Investments, LTD for the "Lease of Tower Space" in the Cities of La Joya and Weslaco, Texas for the Hidalgo County Emergency Management Division.

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

BACKGROUND

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-429-00-300-023-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Lease Agreement-C-10-043-08-03-OE Investments Ltd
Link: Lease Agreement-C-10-044-08-03-O E Investments Ltd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	07/29/2010 03:00 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Letty Saenz Started On: 07/29/2010 03:00 PM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Essex Ins Co	
INSURER B: Texas Mutual Insurance Company	0060
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master 2010-2012 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			CL420912456	01/18/2011	01/18/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ Excluded
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001208277	01/28/2011	01/28/2012	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured in favor of certificate holder as pertains to General Liability & Business Auto
30 Day notice of cancellation as pertains to Workers Compensation Policy

CERTIFICATE HOLDER

FAX: 318.2629

Hidalgo County
Attn: Purchasing Dept
2812 S. Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kent Shepard

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SIA
SHEPARD INSURANCE AGENCY

5801 N. 10th Street, Suite 300 McAllen, TX 78504
P: (956) 686-3888; F: (956) 682-5650

Date: 2/1/11

TO: Hidalgo ounty

Attn: Leticia aenz

Fax # 318-262

Total Number pages: 2

Re: O.E. In stments, Ltd

Attach please f d certificate to insurance for the above captioned insured.

Should you ha any questions feel free to call or e-mail me.

Thank you,

Nellie Her ndez
Shepard Ins rance Agency
5801 N. 10th Stree Suite #300
McAllen, Texas 504
P: (956) 686-388 F: (956) 682-5650
P: (888) 686-388
e-mail: nellieh@s pins.com

"Payment Dis imer: It is not normal business practice to advise clients of either a lapse or cancellation of coverage due non-payment of premium. Appropriate notification of such action will be sent directly to you by either you surance company or premium finance company."

AI-36398 **Purchasing Department 23. F. 1.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to re-assign an evaluation committee member under the new Commissioner for Pct. 1 for the purpose of evaluating the proposals received for "Section 125-Voluntary Insurance Products" for Hidalgo County.

BACKGROUND

Previously approved by CC Meeting of 12-04-12 designated evaluation committee members as follows: Co. Judge- Ms. Yolanda Chapa; Pct. 1-Mr. Eddie Gonzalez; Pct. 2- Mr. Raul Silguero; Pct. 3- Ms. Mona Parras; Prct. 4- Ms. Marty Salazar and Insurance Dept.- Ms.Flora Vazquez.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact for this AI; no funding is required; contract negotiations are still ongoing for the voluntary insurance products.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/16/2013 09:47 AM
Budget & Management	Obdett Calzada	01/16/2013 01:35 PM
Ivan Cantu	Ivan Cantu	01/17/2013 11:23 AM
Auditor's Office	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Gricelda Villarreal Started On: 01/15/2013

Final Approval Date: 01/18/2013

AI-36521 **Closed Session 24. C.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Porfirio Sauceda

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 04:26 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Aida Alvarez Started On: 01/17/2013 04:04 PM

Final Approval Date: 01/18/2013

AI-36524 **Closed Session 24. D.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4070-12-F; Maricela Gutierrez v. County of Hidalgo and Joel Quintanilla

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 05:05 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/17/2013

Final Approval Date: 01/18/2013

AI-36534 **Closed Session 24. E.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Rosalio Espinoza

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/18/2013 02:09 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/18/2013

Final Approval Date: 01/18/2013

AI-36523 **Open Session 25. C.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Porfirio Sauceda

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 04:26 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Aida Alvarez Started On: 01/17/2013 04:06 PM

Final Approval Date: 01/18/2013

AI-36525 **Open Session 25. D.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4070-12-F; Maricela Gutierrez v. County of Hidalgo and Joel Quintanilla

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 05:05 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/17/2013

Final Approval Date: 01/18/2013

AI-36535 **Open Session 25. E.**

CC REGULAR

Meeting Date: 01/22/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Rosalio Espinoza

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/18/2013 02:09 PM
Purchasing Department	Angela Garcia	01/18/2013 05:27 PM

Form Started By: Monica Badillo Started On: 01/18/2013

Final Approval Date: 01/18/2013

From:	Stephen L. Crain
To:	"Valde"
Cc:	"Monica Badillo"
Subject:	Order
Date:	Thursday, January 17, 2013 8:24:23 AM
Attachments:	Order Regulating Parking for Towing and Storage of Unauthorized Parked Vehicles.pdf

---

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
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