AI-40013 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 08/06/2013

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

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in honor of Omar Figueroa, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/02/2013 09:06 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Monica Badillo Started On: 08/01/2013 05:07 PM

Final Approval Date: 08/02/2013

AI-40009 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Yolanda Chapa **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Requesting approval to reimburse Jaime Longoria for mileage in the amount of $67.80 incurred on 07/18/13 while being a speaker at the 7th Energy Efficiency and Conservation Conference, with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

BACKGROUND

Travel not approved because of lack of PO prior to travel. Current Req#240754

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-413-00-110-006-0-583

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

BUDGETARY IMPACT:

Amount available for requisition# 240754 as of 8-2-13 $67.80.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/02/2013 09:05 AM
Manuel Chapa	Manuel Chapa	08/02/2013 11:24 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: SANDRA DELEON Started On: 08/01/2013 02:15 PM

Final Approval Date: 08/02/2013

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

PO

EMPLOYEE NAME:	Jaime Longoria	DEPARTMENT:	County Judge's Office
TRAVEL TO CITY:	Brownsville	STATE:	Texas
DEPARTURE DATE:	7/18/2013	RETURN DATE:	7/18/2013
TIME OF DEPARTURE:	6:30 AM	TIME OF RETURN:	5:00 PM

PURPOSE OF TRIP: Rio Grande Valley Sustainability Council, 7th Energy Efficiency and Conservation Conference

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

	DATES OF TRAVEL FOR YEAR						2013
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	7/18	7/19	7/20	7/21	7/22	7/23	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:	56,560	Ending Mileage:	56,680	TOTAL MILEAGE: 120	(MILEAGE RATE) 0.565	67.80
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)							-
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)							
With Receipts = 1 / Without Receipts = 2							
Breakfast ($9 per diem)							
Lunch ($12 per diem)							
Dinner ($18 per diem)							
Total Actual Meal Expense	-	-	-	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)							-
Other (Please explain below):							-
Explanation Notes:							

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee. (I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Total			$ -

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 67.80
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 67.80
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

EMPLOYEE SIGNATURE — DATE: 7-19-13

APPROVED BY: DIVISION DIRECTOR/SUPERVISOR — DATE: 7-19-13

APPROVED FOR PAYMENT BY: DEPARTMENT HEAD

3-1100-413-00-110-006-0-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/13)

Note: This report is due no later than 20 calendar days of return from travel.

7th Annual Energy Efficiency and Conservation Conference

Rio Grande Valley Sustainability Council

Energizing Our Future

Brownsville Events Center

July 18, 2013

8:30 AM to 4 PM

CONFERENCE SPONSORS

Walmart
Save money. Live better.

Brownsville

TXU energy

Siemens

Brownsville Affordable Homeownership Corporation
BAHC

Texas Gas Service
A Division of ONEOK

Schneider Electric

Community Development Corporation of Brownsville

Brownsville Public Utilities Board

Magic Valley MVEC Electric Cooperative
www.magicvalley.coop

"ENERGIZING OUR FUTURE"

JULY 18, 2013

AGENDA

7:30 AM–8:15 AM Continental Breakfast

8:30 AM–9:15 AM Invocation Reverend David Sanchez, Colors Presentation Amador Rodriguez Color Guard; Welcome, Cameron County Judge Carlos Cascos; Brownsville, Commissioner District 3 Deborah Portillo; Opening Remarks RGVSC Chairperson, Denise Chavez; Trey Lewis, Legislative Director, for Congressman Filemon Vela

9:15 AM–10:30 AM Municipalities, Cities, Counties Energy Efficiency Efforts Past/Future
City of McAllen, Sally Gavlik, Director of Parks and Recreation ; Cameron County, David Garcia Assistant County Administrator;, City of Brownsville, Stephanie Reyes, Director of the Office of Grant Management; Hidalgo County, Jaime Longoria, Assistant Chief Administrator for County Judge Ramon Garcia *

10:30 AM–10:45 AM Break

10:45 AM–11:45 AM Schools, Energy Efficiency Efforts, Past/Future
University of Texas Pan American, Oscar Villarreal, Director of Facilities Management, David Ortega, Energy Manager; Texas State Technical College, Adan Alvarez, Project Manager, and Safety Officer at Texas State Technical College; Juan Lopez, Director of Physical Plant; Brownsville Independent School District, Santiago Otero, Energy Manager

11:45 AM–12:00 PM Break

12:00 PM-1:30 PM Luncheon, Marci Martinez, KGBT TV 4, Mistress of Ceremonies, Speaker Collette Vallot, Sr. Manager Community Affairs TX Energy; Marylin Gilbert, Energy Risk Manager, PUB, Sponsors Recognition

1:30 PM–2:30 PM Private Business Energy Efficiency Efforts Past/Future
Wal-Mart, Tino Vidaurri, Store Manager Alton Gloor Brownsville; Su Clinica Familiar Brownsville, Oscar D. Garcia, Operations and Development Office; Lacks, Hector Padilla, Director of Community Services and Sustainability Coordinator of Lacks Valley Stores

2:30 PM–2:45 PM Break

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2:45 PM–3:45 PM Residential Energy Efficiency Efforts Past/Future
Community Development Corporation Brownsville, Nick Mitchell, Executive Director; I CF International Garret Dorsey, Associate; Proyecto Azteca, Ann W. Cass, Executive Director

3:45 PM Closing Remarks, Denise Chavez

The Rio Grande Sustainability Council and the Brownsville Affordable Homeownership Corporation are hosting the 7th Annual Energy Efficiency and Conservation Conference on Thursday, July 18, 2013, from 8:30 AM to 4:00PM. The event will focus on how energy efficiency practices and conservation programs can make a positive impact on both the private and public sectors that comprise our community, the Rio Grande Valley. The Conference and will be held at the Brownsville Events Center located at 1 Events Center, Brownsville, TX 78526.

The theme of the conference centers on challenging our leaders and citizens to take action to further conservation efforts in order to build a better, more sustainable future for all those of us who call the RGV home. The conference speakers will address the economic and environmental benefits to be reaped. They will highlight examples of success stories and ultimately propose action steps in "Energizing Our Future." The valuable information presented will benefit local governments, private businesses, schools, consumers, and the local workforce.

The conference will consist of five general sessions centered on the various sectors that comprise our community. Each session will examine how each entity (i.e., school district, city, etc.) can employ conservation efforts such as energy efficiency programs, alternative energy installations, and other sustainable practices to do their part in "Energizing Our Future." A lunch keynote speaker will address the conference participants on the future of energy efficiency and conservation in the Rio Grande Valley and the state of Texas.

The conference registration is $25.00 and conference exhibit space 3ft.x8ft. table is $50.00. For further information, please contact Hilario Diaz at 956-466-8111 or visit our website at www.rgvsc.org

Come join us as we discuss ways in which we can conserve energy, explore alternative energy sources, enable new job creation and do our part to protect our planet and its resources. For more information on the conference, please contact Hilar io Diaz at 956-466-8111.

2013 JUL 22 PM 1 51
COUNTY
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Zimbra **yolanda.chapa@co.hidalgo.tx.us**

Re: Invite to Sustainability Conf

From : Rolando Garcia <rolando.garcia@co.hidalgo.tx.us> Thu, Jul 11, 2013 03:31 PM
Subject : Re: Invite to Sustainability Conf
To : Jaime Longoria <jaime.longoria@co.hidalgo.tx.us>
Cc : yolanda chapa <yolanda.chapa@co.hidalgo.tx.us>

Hello Jaime,

I will be out of the office on vacation July 15-19, and therefore will not be able to attend.

My apologies.

Rolando Garcia Jr.
Planning Analyst
Department of Budget and Management
Hidalgo County
2818 S. Bus. Hwy 281
Edinburg, Texas
956-292-7025 (ext. 5413)
956-292-7035 fax

----- Original Message -----
From: "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
To: "Rolando Garcia" <rolando.garcia@co.hidalgo.tx.us>
Cc: "yolanda chapa" <yolanda.chapa@co.hidalgo.tx.us>
Sent: Thursday, July 11, 2013 3:25:19 PM
Subject: Invite to Sustainability Conf

Roland:

We (you and I) have been invited to speak at the Rio Grande Valley Sustainability Conference in Brownsville this Thursday (7/18/13. I have tentatively accepted our attendance. Please request authorization from your supervisor. We will be presenting information on our EECBG Program of work and plans for possible next steps for energy efficiency in the County. Let me know asap regarding your attendance so that we can coordinate travel. This will be an all day meeting commencing with breakfast for presenters at 7:00 am...Please see attached link for info.

Jaime R. Longoria
Assistant Chief Administrator
Office of Hidalgo County Judge Ramon Garcia
302 W. University
Edinburg, Texas 78539
(956)318-2600
Jaime.Longoria@co.hidalgo.tx.us

2013 JUL 22 PM 1 51
COUNTY JUDGE
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mapquest

Trip to:

1 Event Ctr
Brownsville, TX 78526-1171
59.77 miles / 1 hour 15 minutes
Notes

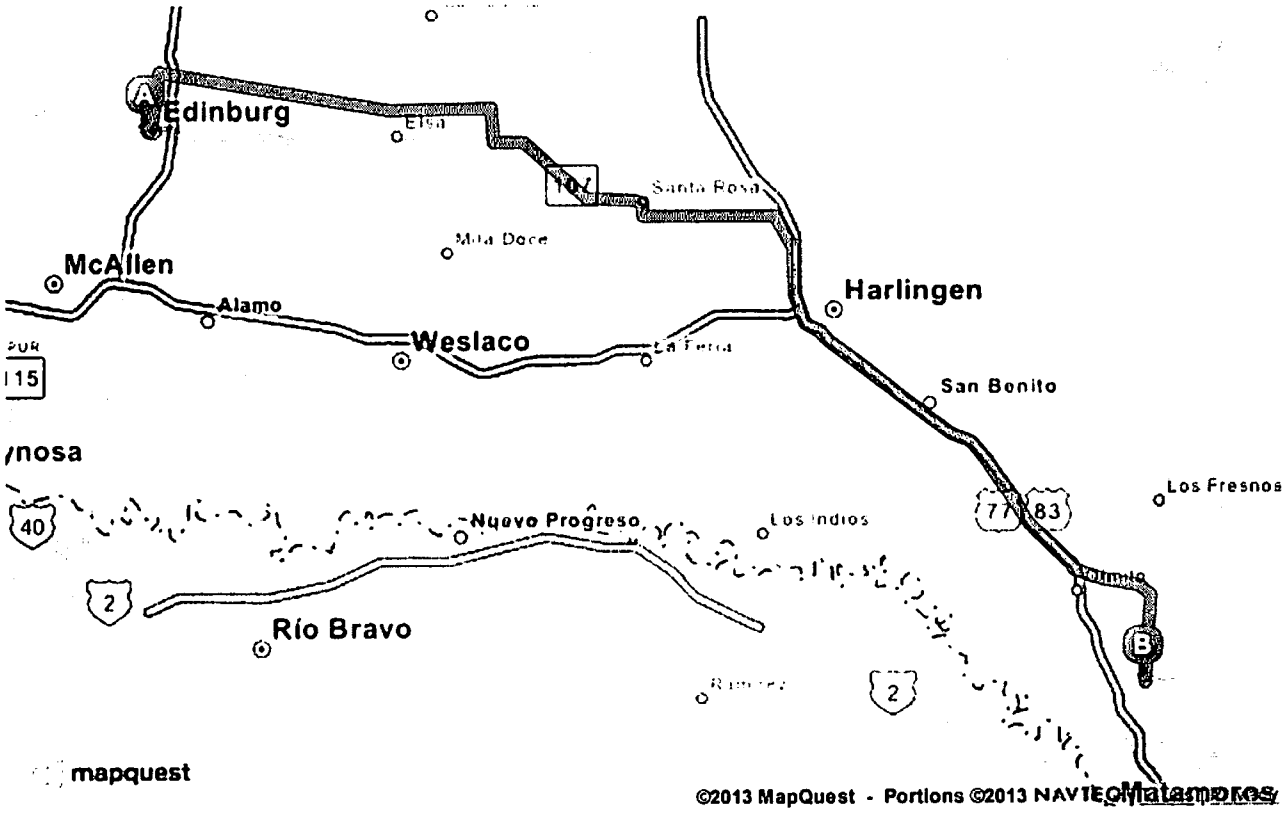
56,560 beginning
Rio Grande Sustainability Count
7th Annual Count.

302 W University Dr, Edinburg, TX 78539-3304

1. Start out going **east** on **W University Dr / TX-107** toward **S 9th Ave**. Map	**0.07 Mi** *0.07 Mi Total*
2. Turn **left** onto **N 10th Ave / TX-107**. Map	**0.07 Mi** *0.1 Mi Total*
3. Take the **1st right** onto **W McIntyre St / TX-107**. Map *If you reach W Kuhn St you've gone a little too far*	**0.07 Mi** *0.2 Mi Total*
4. Turn **left** onto **N Closner Blvd / US-281-BR**. Map *If you are on E McIntyre St and reach N 12th Ave you've gone a little too far*	**2.4 Mi** *2.6 Mi Total*
5. Turn **right** onto **E Monte Cristo Rd / FM-1925**. Map *E Monte Cristo Rd is 0.3 miles past Glasscock* *STRIPES #2276 is on the right* *If you are on N Closner Blvd and reach Larry Twayne Way you've gone about 0.6 miles too far*	**14.2 Mi** *16.8 Mi Total*
6. Turn **right** onto **Mile 1 Rd W / FM-491**. Continue to follow **FM-491**. Map *FM-491 is 0.9 miles past Mile 2 W* *If you reach Mile 17 N you've gone about 1.1 miles too far*	**1.4 Mi** *18.2 Mi Total*
7. Turn **left** onto **E Hwy 107 / Mile 16 1 / 2 Rd N / TX-107 E**. Continue to follow **TX-107 E**. Map *TX-107 E is just past E 10th St* *STRIPES #2228 is on the corner* *If you are on Mile 1 Rd W and reach Hummingbird Ln you've gone about 0.1 miles too far*	**7.4 Mi** *25.6 Mi Total*
8. Turn **right** onto **N Main St / FM-506 / TX-107 / Santa Rosa Blvd**. Continue to follow **FM-506 / TX-107 / Santa Rosa Blvd**. Map	**0.6 Mi** *26.2 Mi Total*
9. Turn **left** onto **Val Verde Ave / TX-107**. Continue to follow **TX-107**. Map *TX-107 is just past Alberto Anzaldua Ave* *STRIPES #2230 is on the corner* *If you are on Dukes Hwy and reach Retamosa Ave you've gone a little too far*	**5.7 Mi** *31.9 Mi Total*

Total Travel Estimate: **59.77 miles - about 1 hour 15 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766



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2013 JUL 22 PM 1 51
COUNTY
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AI-40027 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Rick Alvarez **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Consideration and action to approve the US/Mexico Border Counties Coalition By-Laws and to appoint an elected official or alternate member, who may be a non-elected official of the county and designated in accordance to standard county appointment procedures

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

To approve the US/Mexico Border Counties Coalition By-Laws

Attachments

letter

changes to bylaws

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/02/2013 02:00 PM
Manuel Chapa	Manuel Chapa	08/02/2013 04:29 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Monica Badillo Started On: 08/02/2013 01:12 PM

Final Approval Date: 08/02/2013

US / MEXICO
BORDER
COUNTIES
COALITION

3414 Montana· El Paso, Texas · 79903
(915) 525-9040
www.bordercounties.org

June 10, 2013

Dear Coalition Member:

The By-Laws of the Coalition are being proposed to be changed to expand the size of the Executive Committee and to allow the appointment of non-elected officials to serve as duly appointed representatives to the Coalition.

In order to implement this change, a vote of the Membership is required, a majority in favor being required to adopt the proposed change.

I have previously emailed a copy of the proposed changes and a draft of the same is available on our website at www.bordercounties.org.

Please indicate your approval or non-approval of the proposed By-Laws changes and sign and return this page.

I, _____, representing _____County, approve ___
(name) (county name)

or do not____ approve the proposed By-Law changes (dated April 2013) for the US/Mexico Border Counties Coalition.

Signed _____ Date _____

Name (please print) _____

Please mail an original signed copy to David Austin at 3414 Montana, El Paso, Texas 79903 and/or scan and email a copy to David at david@acr-dc.com or fax a copy to David at (915) 566-8286.

Your prompt response is appreciated!

Thanks,

BYLAWS
OF
UNITED STATES/MEXICO BORDER COUNTIES COALITION
a nonprofit mutual benefit corporation

ARTICLE I

Offices

1.1 Principal Office. The principal office for the transaction of business of this corporation is fixed and located at **3414 Montana, El Paso, Texas 79903.** The Board of Directors is hereby granted full power and authority to change the said principal office from one location to another.

1.2 Other Offices. Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where this corporation is qualified to do business. **A branch office is so designated at 1201 Pennsylvania Avenue, NW, Suite 300, Washington, D.C. 20004.**

ARTICLE II

Purposes

2.1 Purposes. This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law. The specific purpose of this corporation is to provide a non-partisan, consensus-based policy and technical forum to address challenges facing county governments located on the United States/Mexico Border.

ARTICLE III

Membership

3.1 Membership.

a. Eligibility. Any one of the twenty-four (24) counties located adjacent to the United States/Mexico Border **("Eligible County")** shall be eligible to be a Member of the corporation.

b. Dues. The Board of Directors, shall, from time to time, establish the annual dues required of each Member of the corporation.

c. Membership. Upon payment of the annual dues described in Section 3.1.b above, an Eligible County shall become a Member. If a Member fails to pay its annual renewal dues within ninety (90) days of assessment, such Member's membership in the corporation shall expire.

3.2 Affiliated Membership. There shall be a class of nonvoting members known as "Affiliated Members." Any person or entity interested in the activities of the corporation may apply to become an Affiliated Member. The Board of Directors may admit Affiliated Members subject to payment of such dues and compliance with such other rules and conditions for Affiliated Members as are established from time to time by the Board of Directors.

3.3 Other Classes of Membership. The Board of Directors, by appropriate resolutions, may, from time to time, establish another class or classes of member for the corporation. None of such other class or classes of members, nor the constituents thereof, shall be or have rights and privileges of voting statutory members as defined in Section 5056 of the Nonprofit Corporation Law of the State of California. The privileges, rights and duties of such other class or classes of members shall be provided by the Board of Directors, subject to the terms of the Bylaws, as amended from time to time. The Board may determine from time to time an initial membership fee, and set such fees, dues and assessments for membership in the corporation as the Board, in its discretion, may determine. The Board of Directors may thereby confer specified rights on members except as otherwise specified in the corporation's Articles of Incorporation or Bylaws.

3.4 Nonliability. Pursuant to California Nonprofit Mutual Benefit Corporations Law § 7350, no member shall be personally liable for the debts, liabilities, or obligations of this corporation.

3.5 Nontransferability. No member may transfer for value or otherwise a membership or any right arising therefrom, and all rights of membership shall cease upon the member's death or dissolution.

3.6 Distribution of Assets Upon Dissolution. Upon dissolution of this corporation, and after all of the known debts and liabilities of this corporation have been paid or adequately provided for in accordance with Section 8713 of the California Nonprofit Corporation Law, any remaining net assets of this corporation shall be distributed by the Board of Directors to one or more organizations selected by the Board of Directors which will help to further the purposes of this corporation.

ARTICLE IV

Board of Directors

4.1 Powers. Subject to the limitations of the Articles of Incorporation, of the Bylaws, and of the California Nonprofit Corporation Law and subject to the duties of Directors as prescribed by the Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of this corporation shall be controlled by, the Board of Directors. The Board of Directors shall have the power to select and remove all officers, agents, employees and contractors, and to fix reasonable compensation therefore, to authorize and empower officers or agents to enter into contracts and other commitments on behalf of this corporation, and to appoint and delegate responsibilities and authority to committees, officers and agents.

4.2 Number of Directors. The authorized number of Directors shall be not less than one (1) and not more than twenty-four (24) until changed by amendment of this section of these Bylaws in accordance with Section 8.2 below. The exact number of directors shall equal the number of Members in good standing of the corporation from time to time.

4.3 Election of Directors; Terms. The Board of Directors shall consist of one **county elected official—such as County Judge (County Executive), Commissioner, Supervisor, Sheriff, or other county elected official—**appointed by each of the Members then in good standing**, in accordance with their standard county appointment procedures. An alternate member, who may be a non-elected official of the county, may also be designated in accordance with each county's standard committee appointment procedure**. All Directors shall hold office until their respective successors are elected. The term of the office for Directors shall be for one year. There shall be no prohibition on reelection of a Director following the completion of that Director's term of office.

,

4.4 Vacancies. Vacancies in the Board of Directors shall be filled by the appointment of a new person by the Member for which the vacancy was created.

4.5 Place of Meeting. All meetings of the Board of Directors may be held at any place within or without the State of California, which has been designated from time to time by resolution of the Board or by the written notice of the President.

4.6 Organization Meetings. On an approximately annual basis, the Directors shall hold a regular meeting for the purpose of organizing the

Board, electing officers, and transacting such business as may come before the meeting. Pending such organization meeting, all officers and Directors of this corporation shall hold over, except any Director who ceases to qualify as a Director. A Director elected at such meeting **thereof** shall forthwith become a member of the Board of Directors.

4.7 Other Regular Meetings. Other regular meetings of the Board of Directors shall be held as specified and noticed by the Board of Directors or by the President of this corporation.

4.8 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President, the Secretary or by any two (2) of the Directors.

4.9 Notice of Meetings. Notice of the time and place of each meeting of the Board of Directors not fixed by an express provision of the Bylaws or by a standing Resolution of the Board of Directors shall be given to each Director not less than forty-eight (48) hours before the date of the meeting if given personally or by telephone or telegraph, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means, and not less than four (4) days before the date of the meeting if given by first-class mail.

4.10 Consent to Meetings. The transactions of the Board of Directors at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice if a quorum be present and if either before or after the meeting each Director not present (i) signs a written waiver of notice, or (ii) signs a consent to the holding of such meeting, or (iii) approves the minutes thereof. Each Director who attends the meeting without protesting, prior thereto or at its commencement, shall be deemed conclusively to have consented to the holding of the meeting and to have waived the lack of notice to such Director. All such waivers, consents or approvals shall be filed with corporate records and made a part of the minutes of the meeting.

4.11 Action Without Meeting. Pursuant to California Nonprofit Mutual Benefit Corporations Law § 7516, any action required or permitted to be taken by the Board of Directors under any provision of the California Nonprofit Corporation Law may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors. Any certificate or other document filed under any

provision of the California Nonprofit Corporation Law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting, and that the Bylaws authorize the Directors to so act. For the purposes of this section only "all members of the Board" shall not include any "Interested Director" as defined in Section 4.18.

4.12 Telephonic Meetings. Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting through use of telephone or similar communications equipment shall constitute presence in person at such meeting.

4.13 Quorum. A **minimum number** of the Directors in office from time to time shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided in Section 4.14. **That minimum number shall be forty (40) percent of either the total number of those required to be in attendance or, where an attendance requirement is not stipulated, the total number of Directors representing Members in good standing.** Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors unless a greater number be required by law, or by the Articles of Incorporation, or by these Bylaws.

4.14 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Directors' meeting to meet again at another time or place. In the event a meeting of the Board of Directors is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time set for the rescheduled meeting to the Directors who were not present at the time of the adjournment.

4.15 Voting.

a. Voting may be conducted on administrative matters when consensus cannot be reached on such issues. Administrative matters include the budget adoption and other issues related to the general management of the organization.

b. Directors may vote by proxy. A proxy must be sent by facsimile or hand delivered to the **senior representative of the corporation** at least 24 hours prior to the Board of Directors meeting. The proxy must authorize a member of the Board of Directors to

present the vote of a member. The authorized member must represent a member county within the same state.

c. Passage of any matter in which a vote is taken requires the support of two thirds of the Board of Directors**, except for those actions taken during meetings of the Executive Committee, wherein the support of two thirds of the Executive Committee shall be required.**

4.16 Fees and Compensation. Directors and members of committees may receive such compensation, if any, for their services and such reimbursement for expenses as may be fixed or determined by resolution of the Board of Directors; provided that such compensation shall be reasonable and shall be comparable to that compensation paid by unaffiliated entities for a like position. Nothing herein shall be considered to preclude any Director from serving this corporation in any other capacity, including as an officer, agent, employee, consultant or otherwise, and receiving reasonable compensation therefore.

4.17 Indemnity for Litigation. This corporation hereby agrees to exercise the power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a Director or officer of this corporation, to the full extent allowed under the provisions of Section 7237 of the California Nonprofit Corporation Law relating to the power of a corporation to indemnify any such person. The amount of such indemnity shall be so much as the Board of Directors determines and finds to be reasonable, or, if required by said Section 7237, the amount of such indemnity shall be so much as the court determines and finds to be reasonable.

4.18 Standard of Conduct. Pursuant to Section 7231 of the California Nonprofit Corporation Law, a Director shall perform the duties of a Director, including duties as a member of any committee of the Board upon with the Director may serve, in good faith, in a manner such Director believes to be in the best interests of this corporation an with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial date, in each case prepared or presented by:

a. One or more officers or employees of this corporation whom the Director believes to be reliable and competent in the matters presented;

b. Legal counsel, independent accountants or other professionals as to matters which the Director believes to be within such person's professional or expert competence; or

c. A committee of the Board upon which the Director does not serve, as to matters within the committee's designated authority, which committee the Director believes to merit confidence. Provided, that in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

4.19 Self-Dealing Transactions. As used in this section, a "self-dealing contract" is any contract or transaction (i) between this corporation and one or more of its Directors, or between this corporation and any corporation, firm or association in which one or more of the Directors has a material financial interest, or (ii) between this corporation and a corporation, firm or association of which one or more of its directors are Directors of this corporation (collectively, "Interested Director(s)"). Pursuant to Section 7233 of the California Nonprofit Corporation Law, no self-dealing contract shall be void or voidable because such Interested Director(s) or corporation, firm or association are parties or because such Interested Director(s) are present at the meeting of the Board or committee which authorizes, approves or ratifies the self-dealing contract, if:

a. Membership Approval. All material facts are fully disclosed to or otherwise known by the members and self-dealing contract is approved by the members in good faith without including the vote of any membership owned by such Interested Director(s); or

b. Board or Committee Approval. All material facts are fully disclosed to or otherwise known by the Board or committee and the Board or committee authorizes, approves, or ratifies the self-dealing contract in good faith (without counting the vote of the Interested Director(s)), and, in the case of a self-dealing contract described above, the Board or committee resolves and finds that the contract is just and reasonable at the time it is authorize, approved or ratified; or

c. Just and Reasonable Contract. The person asserting the validity of the self-dealing contract sustains the burden of proving that the contract was just and reasonable as to the corporation at the time it was authorized, approved or ratified.

ARTICLE V

Officers

5.1 Officers. The principal officers of this corporation shall be a President, Vice President, Chief Financial Officer, and Secretary and such other officers as the Board of Directors may appoint. One person may hold two or more offices. **The principal officers shall be selected from the Executive Committee of the Board of Directors, as defined by the provisions of Section 6.3.**

5.2 Election. The officers of this corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3. or Section 5.4, shall be elected annually by the Board of Directors in accordance with this Article VI, and each officer shall hold his or her office until he or she shall resign or shall be removed or his or her successor shall be elected and qualified.

5.3 Removal and Resignation.

a. Any officer may be removed, either with or without cause, by the Board of Directors at any regular or special meeting thereof, or, except in the case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors (subject, in each case, to the rights, if any, of an officer under any contract of employment).

b. Any officer may resign at any time by giving written notice to the Board of Directors, or to any officer of this corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Such resignation shall not prejudice the rights of the corporation under any contract to which the officer is a party.

5.4 Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

5.5. President. The President shall serve as the Chief Executive Officer of this corporation. Subject to the control of the Board of Directors, the President shall have general supervision, direction and control of the business and affairs of this corporation. The President shall serve as an ex officio

voting member of all committees, and shall have such other powers and duties as may be designated from time to time by the Board of Directors. The President shall be a member of the Board of Directors and preside at all meetings of the Board of Directors. The President shall have such other duties and authority as may be designated from time to time by the Board of Directors.

5.6 Vice President. The Vice President, if one is elected, shall perform all of the duties of the President and in so acting shall have all of the powers of the President. The Vice President shall have such other powers and duties as may be designated from time to time by the Board of Directors. There shall be no limit on the number of the Vice Presidents that may be appointed by the Board of Directors.

5.7 Chief Financial Officer. The Chief Financial Officer shall oversee the financial and accounting matters of this corporation with respect to the receipt and deposit of funds. The Chief Financial Officer shall have such other powers and duties as may be designated from time to time by the Board of Directors.

5.8 Secretary. The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall keep the seal of this corporation and affix it to such papers and instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, shall supervise the keeping of the records of this corporation, and shall deliver the Annual Statement required by Section 7.6 to the Directors. The Secretary shall have such other powers and duties as may be designated from time to time by the Board of Directors.

ARTICLE VI

Committees

6.1 Appointment of Committees. The Board of Directors may appoint such committees as the Board from time to time deems necessary or appropriate to conduct the business and further the objectives of this corporation. The appointment by the Board of any other committee having the authority of the Board shall be by resolution adopted by a majority of Directors then in office. Any committee having authority of the Board shall consist of two (2) or more Directors, and shall not include as voting members any person who is not a Director.

6.2 Powers and Authority of Committees. The Board of Directors may delegate to any committee having the authority of the Board, any of the

powers and authority of the Board of Directors in the management of the business and affairs of this corporation, except the following:

a. The approval of any action for which the California Nonprofit Corporation Law also requires the approval of members of a corporation.

b. The filling of vacancies on the Board or in any committee which has the authority of the Board.

c. The fixing of compensation of the Directors for serving on the Board or on any committee.

d. The amendment or repeal of Bylaws or the adoption of new Bylaws.

e. The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable.

f. The appointment of committees of the Board or the members thereof.

g. The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

6.3 Executive Committee. There shall be an Executive Committee to assist in the management of the business and affairs of this corporation. The Executive Committee shall be appointed as follows:

a. The member(s) of the Board of Directors representing the San Diego Sector (which is comprised of San Diego County, California) shall elect one (1) from among them to serve on the Executive Committee.

b. The member(s) of the Board of Directors representing the El Centro Sector (which is comprised of Imperial County, California) shall elect one (1) from among them to serve on the Executive Committee.

c. The member(s) of the Board of Directors representing the Yuma Sector (which is comprised of Yuma County, Arizona) shall elect one (1) from among them to serve on the Executive Committee.

d. **The member(s) of the Board of Directors representing the Tucson Sector (which is comprised of Pima, Santa Cruz, and Cochise counties in Arizona) shall elect one (1) from among them to serve on the Executive Committee.**

e. **The member(s) of the Board of Directors representing the New Mexico portion of the El Paso Sector (which is comprised of Hidalgo, Luna, and Dona Ana counties in New Mexico) shall elect two (2) from among them to serve on the Executive Committee, no two (2) of which shall be from the same county.**

f. **The member(s) of the Board of Directors representing the Texas portion of the El Paso Sector (which is comprised of El Paso County and Hudspeth County), the Marfa Sector (which is comprised of Culberson, Jeff Davis, Presidio, Brewster, and Terrell counties in Texas), and the Del Rio Sector (which is comprised of Val Verde, Kinney, and Maverick counties in Texas) shall elect one (1) from among them to serve on the Executive Committee. This member shall be referred to as the West Texas Director.**

g. **The member(s) of the Board of Directors representing the Laredo Sector (which is comprised of Webb and Zapata counties in Texas) and the Rio Grande Valley Sector (which is comprised of Starr, Hidalgo, and Cameron counties in Texas) shall elect one (1) from among them to serve on the Executive Committee. This member shall be referred to as the South Texas Director.**

h. The Immediate Past President, except that such individual may vote only in the event of a tie vote among the remainder of the Executive Committee present at a meeting. The Immediate Past President shall be counted in all cases for purposes of determining a quorum.

i. **For each of the positions described in paragraphs a – g above, an alternate member, who may be a non-elected official of the county or counties, may also be designated in accordance with each county's standard committee appointment procedure or as agreed upon among the county Board members in those sectors comprised of multiple counties.**

Such Executive Committee shall have all the powers of the Board of Directors. The Executive Committee shall hold meetings on an

approximately monthly basis**, and all members of the Executive Committee are required to attend**.

ARTICLE VII

Miscellaneous

7.1 Fiscal Year. The fiscal year of this corporation shall end on the last day of June of each year.

7.2 Inspection of Corporate Records. The books of account and minutes of the proceedings of the Board of Directors, and of any committees of the Board of Directors, shall be open to inspection at the principal office of this corporation by each Director at any reasonable time upon written demand of any Director. Such inspection may be made in person or by an agent or attorney, and shall include the right to make photocopies and extracts at the requesting Director's expense.

7.3 Representation of Shares of Other Corporations. Any officer of this corporation is authorized to vote, represent and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to said officers may be exercised by such officers in person or by other persons authorized to do so by proxy duly executed by such officers.

7.4 Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to this corporation and any and all securities owned by or held by this corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

7.5 Execution of Contracts. The Board of Directors may authorize any officer, employee, or agent to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of this corporation and such authority may be general or confirmed to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind this corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount. Provided , that pursuant to Section 7214 of the California Nonprofit Corporation Law, any such contract or instrument between this corporation and any third person, when signed by (i) the Chairman of the Board, the President or Vice President, and (ii) the Secretary, any assistant Secretary, the Chief Financial Officer or any assistant Treasurer of this corporation, shall be valid and binding upon this corporation in the absence of actual knowledge on the part of said third person that the signing officers had no authority to execute the same.

7.6 Annual Statement of Certain Transactions and Indemnifications. Pursuant to Section 8322 of the California Nonprofit Corporation Law, the Board of Directors shall cause an annual statement of certain transactions and indemnifications to be delivered to the Board of Directors not later than one hundred twenty (120) days after the close of the fiscal year. If this corporation issues an annual report, this requirement shall be satisfied by including the required information, as set forth below, in said annual report. Such annual statement shall describe:

a. The amount and circumstances of any loans, guarantees, indemnifications or advances aggregating more than Ten Thousand Dollars ($10,000) paid or made during the fiscal year of this corporation to any officer or Director of this corporation; provided, that no such report need be made in the case of any loan, guaranty, indemnification or advance approved by the members; and

b. Any "covered transaction" (defined below) during the previous fiscal year of this corporation involving (1) more than Fifty Thousand Dollars ($50,000) or, (2) which was one of a number of "covered transactions" in which the same "interested person" (defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Fifty Thousand Dollars ($50,000). The statement shall describe the names of any "interested persons" involved in such covered transactions, including such "interested person's" relationship to the transaction, and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which the interested person is only a partner, only the interest of the partnership need be stated. For the purposes of this section, a "covered transaction" is a transaction in which this corporation, or its parent or subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

i. Any Director or officer of this corporation, or its parent or subsidiary; or

ii. Any holder of more than ten percent (10%) of the voting power of this corporation, or of its parent or subsidiary.

For purposes of this section, any person described in either subparagraph (i) or (ii) above is an "interested person."

7.7 Corporate Loans, Guarantees and Advances. This corporation shall not make any advances or make any loan of money or property to or guarantee

the obligation of any director or officer, except as is expressly allowed under Section 7235 of the California Nonprofit Corporation Law.

7.8 Public Inspection and Disclosure. The corporation shall have available for public inspection at its principal office a copy of its three (3) most recent annual exempt organization information returns and a copy of its application for recognition of exemption and determination letter. In addition, in the event that the corporation provides services or information to the public for a fee, and such services or information are available from the federal government free of charge or for a nominal cost, such availability shall be conspicuously disclosed in an easily recognizable format in any solicitation or offer by the corporation.

ARTICLE VIII

Effective Date and Amendments

8.1 Effective Date. These Bylaws shall become effective immediately upon their adoption. Amendments to these Bylaws shall become effective immediately upon their adoption unless the Board of Directors of this corporation in adopting them provide that they are to become effective at a later date.

8.2 Amendments. Pursuant to California Nonprofit Mutual Benefit Corporations Law § 7150, these Bylaws may be amended or repealed and new Bylaws adopted by the vote of the majority of the Members.

AI-39972 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 08/06/2013

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

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement agreement from T & D Solutions, LLC in the amount of $4,420.00 to settle County property damages. (Precinct 2)

2. Approval to authorize Ramon Garcia, Hidalgo County Judge, to sign Release Of All Claim form to settle County property damages claim with T & D Solutions, LLC. (Precinct 2)

BACKGROUND

DOL: 05/14/13

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

BUDGETARY IMPACT:

Revenue account

Attachments

T & D Solutions Settlement Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/31/2013 04:17 PM
Manuel Chapa	Manuel Chapa	08/01/2013 09:50 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Aida Alvarez Started On: 07/31/2013 10:33 AM

Final Approval Date: 08/02/2013

United Contracting Inc.

4616 N Conway Ave.
Mission, Texas 78573

Proposal

Date	Estimate #
6/24/2013	288

Name / Address
El Dora Raod Inlets

Project	EL DORA INLETS

Item	Description	Unit	Qty	Rate	Total
	EL DORA ROAD INLETS				
1	Remove and Replace Inlet Tops				
2	Dispose, Clean, & Remove Grout Inlet	L.S.	1	2,550.00	2,550.00
	Total				$2,550.00

L&R PRECAST
CONCRETE WORKS, INC.

3807 N.Bentsen Palm Dr.
Mission Tx. 78574-8200
E-mail lrprecast1@aol.com
Web Site www.lrprecast.com
Phone: (956)-583-6293
Fax : (956)-424-1099

Quotation 2713

Date	5/31/2013
Bid Date	5/31/2013
Bid Time	
Project	

ELDORA RD. IMPROVEMENTS

Owner:	
Engineer:	

Name / Address
HIDALGO COUNTY PCT #2 ATTN: ROQUE CAVAZOS

L&R Precast is pleased to provide you with the following materials quote for the reference project.
We are herby submitting this proposal for your consideration

Qty	Description	Size	Price	Total
1	TY "F" CURB INLET COMPLETE WITH ONE EXTENSION	5'X3'X4'	1,870.00	1,870.00

Subtotal $1,870.00 **Sales Tax (0.0%)** $0.00 **Total** **$1,870.00**

BY SIGNING THIS QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS.
ACCEPTED BY: _____ DATE: _____
DIRECTIONS#: _____ PO#: _____
JOB #: _____

TERMS AND CONDITIONS

1.- Payments are due on Net 10th.
2.- Concrete products are F.O.B unloaded by the customer at project site.
3.- In order for us to provide you with a complete materials quotation, do not rely solely on the quantities and descriptions as provided on this quotation but compare our data to yours and notify us of any discrepancies. We will promptly revise our quotation to include the product that you require and return to you.
4.- The prices quoted for the referenced project are valid for a period of thirty (30) days from the advertised bid date. Prices will be subject to change without notice.
5.- If for any reason, the customer is placed on hold, due to lack of payment, and the customer decides to purchase materials somewhere else, the customer will be responsible for paying all pending material left to deliver.
6.- We reserve the right to modify this bid and match pricing quoted by any competitor.

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENT:

That the Undersigned, HIDALGO COUNTY, TX being of lawful age, for sole consideration of $4,420.00, to the undersigned in hand paid, receipt whereof is hereby acknowledged, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit, and forever discharge T & D SOLUTIONS, LLC and his, her, their, or its agents, servants, successors, heirs, executors, administrators, insurance company and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the 21ST DAY OF MAY, 2013 AT DONNA in the State of TEXAS.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery there from is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.
Signed, sealed and delivered this _____ day of _____, 2013.

CAUTION: READ BEFORE SIGNING BELOW

_____ _____
Print- Date Print – Witness Date

_____ _____
Signature- Date Signature – Witness Date

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 20___, before me personally appeared _____ to me known to be the person(s) named herein and who executed the foregoing Release and they acknowledged to me that _____ voluntarily executed the same.

My term expires _____, 20___.

_____
NOTARY PUBLIC

AI-39994 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Steve Crain **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Consideration and approval of Correction Special Warranty Deed to Hidalgo County Drainage District No.1

BACKGROUND

Attachments

deed

email-legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2013 10:52 AM
Manuel Chapa	Manuel Chapa	08/01/2013 04:25 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Monica Badillo Started On: 08/01/2013 09:28 AM

Final Approval Date: 08/02/2013

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

"Correction" Special Warranty Deed

Date: July 31, 2012

Grantor: Hidalgo County, Texas

Grantor's Mailing Address:

Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P. O. Box 1356
Edinburg, Texas 78540-0758
Hidalgo County

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

Hidalgo County Drainage District No. 1
Attention: Manager
900 N. Doolittle Road
Edinburg, Texas 78541
Hidalgo County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

Tract No. 1:

A 5.43 acre tract of land out of Lot 15, Section 245, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, and according to Warranty Deed recorded in Volume 1302, Page 965, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes; and

Tract No. 2:

A 3.33 acre tract of land out of Lot 15, Section 245, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, and according to Warranty Deed recorded in Volume 1302, Page 965, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

a. Subject to any and all easements and dedications of record or visible on the ground.

b. Save and except all oil, gas and other minerals in, under and that may be produced from such land.

c. Subject to any valid and outstanding mineral leases of record.

d. Subject to any zoning or subdivision requirements of governmental entities having jurisdiction thereof.

e. Subject to any restrictions, easements, reservations or covenants, and any other restrictions of record.

f. Notice of Federal Interest (Improvements Only) of the Department of Health and Human Services ACF-2, dated June 9, 2005, recorded under Document Number 2005-1482155, Official Records of Hidalgo County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This deed is made as a correction deed in substitution of the deed titled "Special Warranty Deed" ("Corrected Deed") dated July 31, 2012 and recorded under Document Number 2332868 of the Official Records of Hidalgo County Texas, to correct the following incorrect information: The second page of the legal description for Tract No. 1 was inadvertently not included at the time of recording. Other than the stated correction, this deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

ACCEPTED BY:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chairman of the Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2013, by Ramon Garcia, County Judge, Hidalgo County, Texas, on behalf of Hidalgo County, Texas.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2013, by Ramon Garcia, Chairman of the Board of Directors of Hidalgo County Drainage District No. 1, on behalf of Hidalgo County Drainage District No. 1.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN:

Mr. Stephen L. Crain
Atlas, Hall & Rodriguez, LLP
P. O. Box 3725
McAllen, Texas 78502-3725

Monica Badillo

From: Steve Crain <scrain@atlashall.com>
Sent: Thursday, August 01, 2013 9:41 AM
To: 'Monica Badillo'
Subject: RE: Doolittle property

Only County.

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Thursday, August 01, 2013 9:30 AM
To: 'Stephen L. Crain'
Subject: RE: Doolittle property

On Co. and DD? or only Co.

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, July 31, 2013 9:36 AM
To: 'Monica Badillo'
Subject: Doolittle property

Please place the following on the next CC agenda with caption

Consideration and approval of Correction Special Warranty Deed to Hidalgo County Drainage District No. 1.

Should you have any questions, please call our office.

Thank you,
Marynel

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

AI-39881 **Constables 8. A.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3 (1284):
Approval of appropriation of the FY2012 Operation Stonegarden Grant funds for the Constable Precinct No. 3 in the total amount of $7,077.62.

BACKGROUND

On 4/03/12, Commissioners' Court approved applying for the FY2012 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Agenda Item #31671.

SAA Award No. 12-SR-48215-01 Federal Grant Award No. EMW-2012-SS-00018-S01

The grant award is for $1,156,464.87 of which $587,640.82 is for the Hidalgo County Sheriff's Office. The remaining balance of $568,824.05 is assigned to 3 (three) Hidalgo County constable offices and 12 (twelve) city police departments within Hidalgo County.

Grant Acceptance: AI# 37958 4-2-13

Grant Operation: Date is from 9/1/12 to 2/28/14.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-293-047-5-XXX

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

BUDGETARY IMPACT:

Stonegarden grant FY 2012:
Constable Pct# 3 Appropriation of funds in the amount of $7,077.62

Revenue account# 3-1284-331-12-293-047-5-000

Attachments

Terms and Conditions
GAN
GAN Notice
Financial Cost Estimate
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/25/2013 01:54 PM
Manuel Chapa	Manuel Chapa	07/29/2013 02:15 PM
Rosalinda Cantu	Rosie Cantu	08/02/2013 04:38 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Rachel Cavazos Started On: 07/24/2013 03:55 PM

Final Approval Date: 08/02/2013

2012 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. *Fill in the information and sign the Grant Sub-Recipient Award;*
2. *Certify they have read and understand these Terms and Conditions;*
3. *Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and*
4. *Return all documents via email to SAA_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this grant.*

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2012 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2012 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of Presidential Policy Directive – 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). HSGP funding shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The FY 2012 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the NGP. NSGP provides funding for target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2012 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2012 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2012 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurances – Construction Programs, hereinafter referred to as "**Exhibit B**"

3. Certifications, hereinafter referred to as "**Exhibit C**"

4. State of Texas Assurances, hereinafter referred to as "**Exhibit D**"

Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Funding Obligations

A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.

B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.

C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.

D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);

2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

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

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2012 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/pdf/government/grant/2012/fy12_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/pdf/government/grant/2012/fy12_nsgp_foa.pdf.

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards. Http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at governor.state.tx.us/files/state-grants/?UGMS062004.doc and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

   a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
   b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
   c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
   d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
   e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

A. Use of Funds. DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. Cost Categories. There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2012 HSGP FOA, Appendix C, Funding Guidelines.

   1. Management and Administration
   2. Planning
   3. Organization
   4. Equipment
   5. Training
   6. Exercises
   7. Maintenance and Sustainment
   8. Critical Emergency Supplies
   9. Construction and Renovation

F. Governing Board Approval. In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. Notices. All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Loan Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-

recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

H. Points of Contacts. Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov/, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at http://harvester.census.gov/sac/dissem/asp/reports.asp. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to SAA_RR@dps.texas.gov. The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov/, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at http://www.fema.gov/government/grant/bulletins/index.shtm#1/.

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient

purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20^{th}) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance,

Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: http://www.dhs/gov/xopnbiz/grants/index.shtm.
5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecujjidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528.

Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient

shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.
2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4.
3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid. http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2012 COG Statement of Work.

Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

Audit

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

Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

Sub-recipient's Facilitation of Audit. Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully

with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by

DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

4/2/13
Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air

resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

4/2/13
Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

4/2/13
Date

Exhibit C

Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

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

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

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon 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 section 1352, title 31, U.S. Code. 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.

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

   1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov or www.sam.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

   2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

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

   5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

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

F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign to certify this Exhibit C.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

	4/2/13
Signature of Authorized Official	Date

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

4/2/13

Signature of Authorized Official — Date

Texas Department of Public Safety

2012 Sub-Recipient Agreement

for

Hidalgo County

Date of Award

March 18, 2013

1. Sub-Recipient Name and Address	**2. Prepared by:** Phillips, Jeanette	**3. Award Number:** 12-SR 48215-01
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2012-SS-00018-S01
	Date Federal Grant Awarded to TxDPS:	September 1, 2012
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067

$1,156,464.87

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	**TO:**
Sep 1, 2012	Feb 28, 2014

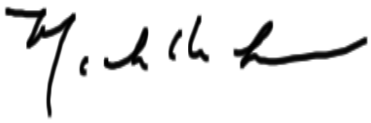
(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

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

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	**Signature of Sub-Recipient Official:**

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

13. DUE DATE: **April 22, 2013**

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

Rosie

From: Hector Sandoval [hector.sandoval@auditor.co.hidalgo.tx.us]
Sent: Wednesday, March 27, 2013 2:09 PM
To: 'Rosie'
Subject: FW: 2012 OPSG for Hidalgo County
Attachments: GAN_12-SR_48215-01.pdf; 2012 Terms and Conditions FINAL1.pdf

Rosie,

FYI on 2012 OPSG

Thanks,
Hector S.

From: Mendez, Arturo [mailto:Arturo.Mendez@dps.texas.gov]
Sent: Tuesday, March 26, 2013 2:18 PM
To: Deborah Fischer
Cc: Hector Sandoval
Subject: RE: 2012 OPSG for Hidalgo County

A Grant Adjustment Notice (GAN) has been RELEASED by the SAA or Region for Hidalgo County - 2012:

Subgrantee: Hidalgo County
GAN Type: 2012 Initial Grant Award
GAN Date: 18-Mar-13
Due Date: 22-Apr-13

	OPSG
Original Amount:	$0.00
New Amount:	$1,156,464.87
Delta:	$1,156,464.87

Project Adjustment Details	Grant Name	From Amount	To Amount	Delta
Hidalgo County SO - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$587,640.82	$587,640.82
Hidalgo County Constable Pct. 2 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$3,147.34	$3,147.34
Hidalgo County Constable Pct. 3 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$7,077.62	$7,077.62
Hidalgo County Constable Pct. 4 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$5,900.79	$5,900.79
City of Alamo PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$22,938.57	$22,938.57
City of Donna PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$10,616.34	$10,616.34
City of Edinburg PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$39,576.77	$39,576.77
City of Hidalgo PD - Support International Border and Waterway Security	2012 OPSG	$0.00	$111,488.45	$111,488.45
City of La Joya PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$5,114.41	$5,114.41
City of Mercedes PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$30,795.25	$30,795.25
City of Mission PD - Enhance Capability to Support				

International Border and Waterway Security	2012 OPSG	$0.00	$138,546.37	$138,546.37
City of Palmview PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$9,835.48	$9,835.48
City of Pharr PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$78,516.71	$78,516.71
City of Penitas PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$7,072.35	$7,072.35
City of San Juan PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$42,567.96	$42,567.96
City of Weslaco PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$55,629.64	$55,629.64

Reason for GAN: Original Grant Award

Attached is a copy of the required GAN paper work. Please print a copy; then have the appropriate individual sign where designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document for your records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is **not complete** until the SAA receives a signed copy of this GAN. All activities on this grant are frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

Thank You,
Arturo O. Mendez
Grant Coordinator
Texas Homeland Security/
State Administrative Agency
Phone: 512-377-0022
Fax: 512-206-3137

From: Deborah Fischer [mailto:deborah.fischer@auditor.co.hidalgo.tx.us]
Sent: Tuesday, March 26, 2013 2:18 PM
To: Mendez, Arturo
Subject: 2012 OPSG for Hidalgo County

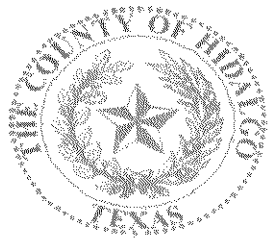
Art,

Please try to attach the file to this email.

Thanks,

Deborah L Fischer
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539

Phone (956) 318-2511 Ext. 4670
Fax (956) 318-2577
deborah.fischer@auditor.co.hidalgo.tx.us


THE COUNTY OF HIDALGO
TEXAS

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: StoneGarden 2012

2. APPLICANT NAME: **Hidalgo County Pct 3 Constable Department**

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	Total Fringe Benefits 19.26%	Health Ins. 0.00%	Life Ins. 0.00%	Total Salary & Fringe
			$0.00			$0.00	$0.00	$0.00		$0.00
Supervisor	1	$25.25	$37.88	4	24	$3,636.00	$700.29			$4,336.29
Deputy	5	$22.35	$33.53	4	25	$16,762.50	$3,228.46			$19,990.96
								Total Personnel Estimates		**$24,327.25**

b. Travel & P

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
								Total Travel & Per Diem Estimate		$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	6	49	25	$0.565	**$4,156.82**
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	**$4,156.82**

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: **12**

5. ARE YOU PAID MONTHLY OR BI-MONTHLY: **BI-MONTHLY**

6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD: **80**

X

Signature of Grant Official

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$24,327.25
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$4,156.82
Total Expenses	**$28,326.14**

8. TYPE OF PAYMENT YOU PREFER: (check one)

Reimbursement **X** Advance Payment

Form A-4
(09/11)

DATE: July 23, 2013

DEPARTMENT HEAD: Constable Lazaro Gallardo

DEPARTMENT NAME: Constable PCT. 3

ACCOUNT NUMBER: 3-1284-421-00-293-047-5-XXX STONEGARDEN

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	
3-1284-421-00-293-047-5-131	Constable PCT. 3- Operation Stonegarden	Overtime
3-1284-421-00-293-047-5-220	Constable PCT. 3- Operation Stonegarden	FICA
3-1284-421-00-293-047-5-230	Constable PCT. 3- Operation Stonegarden	Retirement
3-1284-421-00-293-047-5-250	Constable PCT. 3- Operation Stonegarden	Unemployment Comp.
3-1284-421-00-293-047-5-260	Constable PCT. 3- Operation Stonegarden	Workman's Comp.
3-1284-421-00-293-047-5-581	Constable PCT. 3- Operation Stonegarden	In-County Travel
	TOTAL APPROPRIATIONS	
3-1284-331-12-293-047-5-000	Hidalgo Co. Constable PCT. 3Operation Stonegarden 2012	Revenues
	TOTAL REVENUES	

REASON: **To appropriate budget for the Operation Stonegarden 2012 Sub-Repicient Grant Award to the Hidalgo Co. Constable PCT. 3 from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SSA Award 2012-SR-48215-01

Grant Period: September 1, 2012 to February 28, 2014

/

DEPARTMENT HEAD SIGNATURE **DAT**

APPROVED COMMISSIONERS' COURT **ATTEST COU**

vernment Code,

AMOUNT
5,099.63
390.11
526.28
25.50
40.29
995.81
7,077.62
7,077.62
7,077.62

/

TE

NTY CLERK

AI-39777 **Sheriff's Office 9. A.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to accept a donation from OXY USA, Inc. in the amount of $1,500.00.
2. Authorization and approval to transfer the amount of $1,500.00 to the Sheriff's Budget (Account No. 3-1100-421-00-280-001-0-583).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-583

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

BUDGETARY IMPACT:

To accept donation/Transfer monies to 3-1100-421-00-280-001-0-583

Attachments

checkandnotice

budget.amend

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/18/2013 04:01 PM
Budget & Management	Obdett Calzada	07/24/2013 01:05 PM
Manuel Chapa	Manuel Chapa	07/30/2013 03:51 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Emilia Uriegas Started On: 07/18/2013 03:19 PM

Final Approval Date: 08/02/2013

Oxy USA Inc
P O Box 809050
Dallas, TX 75380

PAYMENT DOCUMENT

HIDALGO COUNTY
SHERIFF DEPT
711 EL CIBOLO RD
EDINBURG, TX 78541

DATE	CHECK NO.
10-Jul-13	10003612

15056

DATE	INVOICE CREDIT MEMO	DESCRIPTION	PO NUMBER	COMPANY CODE	DISCOUNT	NET
08-Jul-13 GENERATES	15056131500 COMMUNITY GOOD WILL RMA			029577		1,500.00
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE			**TOTAL >**			$1,500.00

Oxy USA Inc
P O Box 809050
Dallas, TX 75380

JPMorgan Chase Bank, N.A.
Syracuse, NY

50-937
213

CHECK NO.
10003612

EXACTLY *One thousand five hundred and 00/100 Dollars*

PAY TO THE ORDER OF:

HIDALGO COUNTY
SHERIFF DEPT
711 EL CIBOLO RD
EDINBURG, TX 78541

DATE
10-Jul-13

US DOLLARS

CHECK AMOUNT
******$1,500.00

AUTHORIZED SIGNATURE

MP

⑈00100036121⑈ ⑆021309379⑆ 630145720050 9⑈

0713-6878350

Occidental Petroleum Corporation

Corporate Accounting Services
10889 Wilshire Blvd.
Los Angeles, CA 90024

To: Hidalgo County Sheriff Department

July 9, 2013

From: Maria M. Vineyard

Subject: Substantiation and Disclosure of Charitable Contributions

Please complete the following form to confirm that you have received our donation and return by 07/23/13.

Occidental Petroleum Corporation
Attn: Maria M. Vineyard
5 Greenway Plaza, 8th Floor
Houston, Texas 77046
- - - - - - - - - -
Telephone: 713-599-4161
Fax: 713-513-6607
E-mail: maria_vineyard@oxy.com

I hereby certify that a donation in the amount of $_____ (Amount) on _____ (Date)
was received by HIDALGO COUNTY SHERIFF DEPARTMENT Tax ID # _____

Fair market value of goods and services provided by your organization (event tickets, dinner, tournament Fees, advertising, etc.) $_____

Is this donation being used for lobbying or political activity _____ Yes _____ No Please Check One

If yes, please indicate the portion of the donation. $_____

Internal Revenue Tax Exemption Code _____ 501(C)(3) _____ 170(C) _____ None Please Check One

If your organization is tax exempted within the above codes and is a new donee this year, please attach your IRS exempt status form.

_____ Authorized Signature Title _____ Phone Number

_____ Print Full Name Address

_____ City State Zip

t:\acctpabl\shared\charitab\cdrecpt.doc

DATE: July 18, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff

ACCOUNT NUMBER: 3-1100-421-00-280-001-0-583

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
3-1100-421-00-280-001-0-583	Travel Out of County	1,500.00
	TOTAL APPROPRIATIONS	1,500.00

REASON: To transfer amount of donation from OYX USA, Inc.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39961 **Sheriff's Office 9. B.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Commander Gabriel Castaneda **Submitted By:** Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization to purchase (3) Cell Phone Line additions through the County's membership / participation with Contract DIR-SDD-1780 through Sprint.

2. Authorization and approval of cell phone plan for the following:

Qty	Service Plan	Rate
3	Business Advantage Unlimited Text & Unlimited Data 200	$45.59
3	Premium Data	$10.00
	Total Cell Phones: 3	
	Estimated Monthly Rate - $166.77	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1229-421-00-280-007-0-532

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

BUDGETARY IMPACT:

Amount available through Requisition #240967 in the amount of $833.85 as of 07/31/13.

FISCAL YEAR: 2013 **ACCT. #:** 3-1229-421-00-280-007-0-619

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

BUDGETARY IMPACT:

Amount available through Requsition #240966 in the amount of $239.91 as of 07/31/13.

Attachments

Sprint Quote
Wireless Device Request Form W.2011.2
Requisition No. 240967
Requisition No. 240966

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/31/2013 11:59 AM
Budget & Management	Obdett Calzada	07/31/2013 04:10 PM
Olga Garza	Olga Garza	08/02/2013 09:44 AM

Purchasing Department Monica Badillo 08/02/2013 04:55 PM

Form Started By: Rosie Hinojosa Started On: 07/30/2013 04:34 PM

Final Approval Date: 08/02/2013

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

Customer Information

Customer Name:	Hidalgo County Sheriff's Department
Financial Contact Name:	Cpt Richard Ozuna
Address:	711 E Cibolo Road
City:	Edinburg
State:	TX
Zip:	78542
Financial Contact Phone:	(956) 383-8114
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 Instution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64105
ACH Coordinator:	Judy Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Acccount 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: july 22 2013
Expiration Date: August 22 2013

Contract Vehicle DIR-SDD-1780
24 Month No ETF

Control # : 110915MS
(YYMMDDConsecutive##Initials)

Equipment Charges

Qty.	Model	Suggested Retail Price	10% Discount	Additional Promo	Unit Item Price	Extended Item Price
3	Apple iPhone 4	$0.00	N/A	N/A	$0.00	$0.00
3	*Total*					

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

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

Accessories

Qty.	Item Number - Description	Suggested Retail Price	Extended Price
3	Otterbox Defenders for iPhone 4	$39.99	$119.97
3	Car Chargers	$19.99	$59.97
3	Lightning Connection	$19.99	$59.97
9	*Total*		

Total **$239.91**

Rate Plans (Sprint Billed)

Qty.	Rate Plan	MRC	24% Discount	MRC less Discount	Extended Monthly Price
3	Business Advantage Unlimited Text & Unlimited Data 200	$59.99	$14.40	$45.59	$136.77
3	Premium Data	$10.00	N/A	$10.00	$30.00

**Includes Applicable Discounts*

Sprint
Together with NEXTEL

Subtotal Monthly Recurring Charges	**$166.77**
TOTAL MONTHLY ESTIMATED RECURRING CHARGES	**$166.77**
Enter number of months in contract	**12**
Estimated total of contract (Sprint Billed Charges)	**$2,001.24**
Average Cost Per Unit/Month	**$56.59**

****This is not a bill or an invoice.****

This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Your first statement will include equipment 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 conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements.PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

Sprint Proprietary Information

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Various Employees Employee ID#_____ Signature:_____

Department: Sheriff Dept#: 280

Quantity: 3

Service: $55.59 /mo (x) 5 months = $833.85 Account: 3-1229-421-00-280-007-0 -532

Service: $79.97 /mo (x) 1 months = $239.91 Account: 3-1229-421-00-280-007-0 -619/664

Requisition Total: 532 - $833.85 **Requisition Number:** 00240967
619 - $239.91 00240966

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Captain Richard Ozuna 07/30/13

Signature | Print Name | Date

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

_____ _____ _____

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Date Entered: 7.30.13
Requsition #: 00240967
Date Approved:
P.O. #:

HIDALGO COUNTY SHERIFF'S OFFICE
FINANCIAL SERVICES BUREAU
ASSET FORFEITURE REQUISITION

Date: July 29, 2013
Requested By: Tereso Contreras, Quartermasters Office
On Behalf Of: Richard Ozuna, Administrative Captain
Budget: 3-1229-421-00-280-007-0-532
Object Number: 532- Wireless Devices
Current Balance: $16,592.89
Expenditure Amount: $833.85
New Balance: $15,759.04
Purpose For Expenditure: Activation Of New iPhones

Line #	Commodity Code	Item & Description	Item #	Qty	UOM	Unit Price	Amount
1	915.75	Business Advantage Unlimited Text & Unlimited Data 200 - (3) Cell Phones @ $45.59 Monthly		5	Mo.	$136.77	$683.85
2	915.75	Premium Data - (3) Cell Phones @ $10.00 Monthly		5	Mo.	$30.00	$150.00

Shipping: (N/A) $0.00
Grand Total: $833.85
Estimated Delivery Date: **Two Weeks After Purchase Order Is Received**

Internal Notes: **(N/A)**

Awarded Vendor: **Sprint PCS**
P.O. Box 219554
Kansas City, MO 64121

956.451.8549
Contact Person: Mike Salyers
$833.85

VENDOR UNDER CONTRACT DIR-SDD-1780

Authorized By: _____
Financial Services Commander

Approved By: _____
Administrative Captain

Reviewed By: _____
Procurement Specialist

Approved By: _____
Budget Manager

Date Entered: 7.30.13
Requsition #: 00240966
Date Approved:
P.O. #:

HIDALGO COUNTY SHERIFF'S OFFICE
FINANCIAL SERVICES BUREAU
ASSET FORFEITURE REQUISITION

Date: July 29, 2013
Requested By: Tereso Contreras, Quartermasters Office
On Behalf Of: Richard Ozuna, Administrative Captain
Budget: 3-1229-421-00-28-007-0-619
Object Number: 619- Other Miscellaneous Supplies
Current Balance: $4,300.12
Expenditure Amount: $239.91
New Balance: $4,060.21
Purpose For Expenditure: To Be Issued Out To Investigators

Line #	Commodity Code	Item & Description	Item #	Qty	UOM	Unit Price	Amount
1	839.35	Apple iPhone 4		3	Each	$0.00	$0.00
2	839.12	Otterbox Defenders For iPhone 4		3	Each	$39.99	$119.97
3	839.12	Car Chargers		3	Each	$19.99	$59.97
4	839.12	Lightning Connection		3	Each	$19.99	$59.97

Shipping: (N/A) $0.00
Grand Total: $239.91
Estimated Delivery Date: **Two Weeks After Purchase Order Is Received**
Internal Notes: **(N/A)**

Awarded Vendor: **Sprint PCS**
P.O. Box 219554
Kansas City, MO 64121

956.451.8549
Contact Person: Mike Salyers
$239.91

VENDOR UNDER CONTRACT DIR-SDD-1780

Authorized By: _____
Financial Services Commander

Approved By: _____
Administrative Captain

Reviewed By: _____
Procurement Specialist

Approved By: _____
Budget Manager

AI-39834 **Sheriff's Office 9. C.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy (Sprint 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 #240514 for six (6) Data Link Hosted Access for Vehicle modems ($47.99 each per month)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Ref REQ# 240514, funds available as of 8/1/2013.

Attachments

Sprint

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/24/2013 09:47 AM
Budget & Management	Obdett Calzada	07/24/2013 01:08 PM
Obdett Calzada	Obdett Calzada	08/01/2013 02:41 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Myra Montoya Started On: 07/23/2013 04:05 PM

Final Approval Date: 08/02/2013

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:_____ Employee ID#_____ Signature:_____

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

Quantity: 6

Service: $ 47.99 /mo (x) 6 months = 1,727.64 Account: 3-1100-421-00-280-001-0--**532**

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

Requisition Total: 1,727.64 **Requisition Number:** 240514

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

Signature | Gabriel Castañeda (Print Name) | 7-23-13 (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 Department
Financial Contact Name:	Richard Ozuna
Address:	711 E Cibolo Road
City:	Edinburg
State:	TX
Zip:	78539
Financial Contact Phone:	956-383-8114
Email Address:	
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:	Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Account Number:	70994712
Remit To Address:	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:	July 16 2013	Contract Vehicle DIR-SDD-1780	Control # : 110915MS
Expiration Date:	August 16 2013	24 month No ETF	(YYMMDDConsecutive#Initials)

Monthly Recurring Charges

Qty.	Model	Suggested Retail Price	24% Discount	Additional Promo	Unit Item Price	Extended Item Price
6	Data Link Hosted Access for Vehicle modems for the Sheriff's Office vehicles	$47.99	N/A	n/a	$47.99	$287.94
6	*Total*					

Equipment - One Time Charges (Billed By Telenav - See attached invoice)	$287.94
Subtotal Monthly Recurring Charges	$287.94
TOTAL MONTHLY ESTIMATED RECURRING CHARGES	$287.94
Enter number of months in contract	12
Estimated total of contract (Sprint Billed Charges)	$3,455.28
Average Cost Per Unit/Month	$47.99

Sprint
Together with NEXTEL

This is not a bill or an invoice.

This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Your first statement will include equipment 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 conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements. PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

Sprint Proprietary Information

AI-39837 **Sheriff's Office 9. D.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to process the following AT&T invoice as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Account Number:	Billing Date:	Amount:
956-381-7900-050-3	7-9-2013	$1,490.31

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-002-0-531

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

BUDGETARY IMPACT:

Funds available as of 7/30/2013.

Attachments

AT&T Bill 7-9-2013

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/24/2013 04:50 PM
Budget & Management	Obdett Calzada	07/25/2013 01:49 PM
Obdett Calzada	Obdett Calzada	07/30/2013 03:12 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Virginia Rodriguez Started On: 07/23/2013 04:06 PM

Final Approval Date: 08/02/2013

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 956 381-7900 050 3
Billing Date Jul 9, 2013

Web Site att.com

at&t

Bill-At-A-Glance

Previous Bill	4,552.58
Payment Received 6-15	3,052.61CR
Adjustments	.00
Past Due - Please Pay Immediately	1,499.97
Current Charges	1,490.31
Total Amount Due	**$2,990.28**
Current Charges Due in Full by	Aug 1, 2013

Billing Summary

Billing Questions? Visit att.com/billing

	Page	
Plans and Services	1	1,490.31

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

Total Current Charges 1,490.31

NC
VRechiped 7-19-13
VRechiped 7-9 to 8-8

News You Can Use Summary

- PREVENT DISCONNECT
- CHANGES IN TERMS
- FEDERAL FEE INCREASE
- LONG DIST. PROVIDERS
- YOUR CUSTOMER RIGHTS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Jul 9 thru Aug 8
Charges for 956 381-7900
1. Monthly Charges 1,270.77

Additions and Changes to Service
This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
	Activity on Jul 2, 2013			
	(Monthly Charges are Prorated from Jul 2, 2013 through Jul 8, 2013)			
2.	Federal Universal Service Fee	2		.04CR
	Activity on Jul 2, 2013			
	(Monthly Charges are Prorated from Jul 2, 2013 through Jul 8, 2013)			
3.	Federal Subscriber Line Charge	2		.56
	Activity on Jun 17, 2013			
	Order No. A004911			
	Charges for 956 381-7900			
4.	Interest on State Cost Recovery Fee Refund	1		.87CR
	Order No. A007854			
	Charges for 956 381-7900			
5.	State Cost-Recovery Fee Refund	1		155.93CR
	Activity on Jul 5, 2013			
	Order No. A000878			
	Charges for 956 381-7900			
6.	E911 fee not previously assessed to your ISDN service	1		147.84
	Total Additions and Changes to Service			8.44CR

Directory Assistance

411
7. 4 Call(s) billed at $1.99 each 7.96

Operator Handled Calls
8. 2 Call(s) billed at $2.25 each 4.50
Total Directory Assistance 12.46

Local Toll
Charges for 956 381-7900
Directory Assistance Calls

Dialed	411:	4	555:	0
Operator Handled	411:	2	555:	0

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

DUE BY: Aug 1, 2013 $2,990.28

Amount After **Aug 5, 2013** **$2,990.28**

at&t

Past Due Charges - $1,499.97 - Please Pay Immediately
Billing Date Jul 9, 2013
Date Mailed Jul 16, 2013

Account Number **956 381-7900 050 3**
Please include your account number on your check

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9765 956381790005O3 0000000000000 1520100000014999700000299028

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 956 381-7900 050 3
Billing Date Jul 9, 2013

Plans and Services

Surcharges and Other Fees

1.	Federal Subscriber Line Charge	57.30
2.	911 Fee	25.78
3.	State Cost-Recovery Fee	9.94
4.	Federal Universal Service Fee	24.50
5.	Federal End User Port Charge	96.02
Total Surcharges and Other Fees		**215.52**

Taxes

6.	Federal	.00
7.	State and Local	.00
Total Taxes		**.00**

Total Plans and Services 1,490.31
Amount Subject to Sales Tax: 9.94

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $2778.92 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records indicate that you have selected AT&T Corp. or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

CHANGES IN TERMS
Any proposed changes in rates or terms of basic network services are published in the Texas Register (www.sos.state.tx.us) through the office of the Secretary of State. Direct notice from AT&T Texas may be obtained by leaving your name, number and address in the voice mailbox at 1.800.577.7145.

YOUR CUSTOMER RIGHTS
If you have a service problem or a question about your AT&T bill or telephone service, you may find helpful information in a special section of the AT&T White Pages Directory entitled "Your Rights as a Customer and Other Important Information from AT&T".

FEDERAL FEE INCREASE
The Federal Universal Service Fee (supports telecommunication needs of low-income households, consumers living in high-cost areas, schools, libraries and rural hospitals), and the Federal Subscriber Line Charge increased on 7/2/2013. Your current bill reflects the change. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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7433.019.203058.01.01.0000000 NNNNNNNY 71405.408485

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540-1228

7433 19 843 203058 1 AT 0.384 hn

AI-39838 **Sheriff's Office 9. E.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept.:
Requesting approval of payment for 2013 membership dues for Sheriff Guadalupe Trevino to the "American Correctional Association" in the amount of $35.00 with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

The American Correctional Association serves all disciplines within corrections profession and is dedicated to excellence in every aspect of the field.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through Req. #240636.

Attachments

American Correctional Association

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/24/2013 09:47 AM
Budget & Management	Obdett Calzada	07/24/2013 01:08 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Myra Montoya Started On: 07/23/2013 04:26 PM

Final Approval Date: 08/02/2013

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Guadalupe Treviño, do hereby state that membership in the American Correctional Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

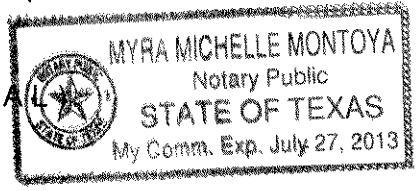
FOR STATEWIDE ASSOCIATIONS ONLY

I further state that American Correctional Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 07/23/2013
TITLE: Sheriff

Before me Myra M. Montoya, a Notary Public, appeared Guadalupe Treviño, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

DUES INVOICE

RENEWAL

10724179
Guadalupe Trevino
Hidalgo County Sheriff Office
PO Box 1228
Edinburg, TX 78540-1228

Remit to:
AMERICAN CORRECTIONAL ASSOCIATION
P.O. Box 347619, Pittsburgh, PA 15251-4619
1.800.ACA.JOIN Membership Fax: 703.224.0059
Federal Tax ID#: 13-1977456
Dues are not charitable contributions for income tax purposes
Dues may be deductible as an ordinary/necessary business expense
A $25 fee will be charged for returned checks/electronic transactions
MEMBERSHIPS ARE NON-TRANSFERABLE

ACA Member Information:
Current Membership Level: PR1
Cost: 35.00
Expiration Date: 8/31/2013

▼ FOLD REPLY CARD ALONG LINE BEFORE MAILING

Upgrade your Membership Here! (Circle One)
(International membership rates are for those NOT living in the US, US Territories, and Canada)

	Domestic Membership		International Membership	
	1 yr	3 yr.	1 yr	3 yr.
☐ Professional I	$35	$99	$50	$140
☐ Professional II	$75	$215	$110	$320
☐ Executive Gold	$100	$290	$150	$440
☐ Associate *(For retirees, full time students & volunteers)*	$15	------	$25	$74
☐ Organization *(For non-profit agencies)*	$300	------	$390	------
☐ Supporting Patron *(For profit agencies)*	$350	------	$440	------

	Prof I	Prof II	Exec Gold	
☐ Household*	$55	$115	$150	Other Household Member:_____

(Household memberships are 1 year memberships for two individuals living at the same home address.)*

Charge my: ☐American Express ☐Diners Club ☐ MasterCard ☐ Visa

Card #:_____ Exp Date_____

Amount:_____ Signature_____

☐ Check enclosed ☐ P.O. Number:_____ V #:_____

Payment: *(Membership will only renew when full payment is received)*

Help us keep in touch with you!
(Update your information only if there is a change)

Preferred Mailing Address ☐ **Home** ☐ **Work**

Home Address:_____

City:_____ State:_____ Zip:_____ Country:_____

Home Phone:_____ Home Fax:_____

Home Email:_____ D.O.B (*optional*):_____

Work Title:_____ Facility:_____

Type of Corrections:_____

Work Address:_____

City:_____ State:_____ Zip:_____ Country:_____

Work Phone:_____ Work Fax:_____

Work Email:_____ Website:_____

AI-39864 **IT Department 12. A.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Authorization and approval to migrate existing sub-accounts under Verizon Wireless account number 822603189 to wireless device plans under amended contract number DIR-SDD-1779.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Verizon Wireless Customer Agreement

Price Plans

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/25/2013 01:52 PM
Olga Garza	Olga Garza	08/01/2013 11:51 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Griselda Salazar Started On: 07/24/2013 11:35 AM

Final Approval Date: 08/02/2013

Appendix D
DIR Contract No. DIR-SDD-1779
Verizon Wireless Customer Agreement

This agreement is dated April 23, 2013 between Cellco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and Hidalgo County ("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR) and Verizon Wireless, DIR Contract No. DIR-SDD-1779 (the "DIR Agreement") with an effective date of March 21, 2012 and as amended.

This Customer Agreement shall be governed by the terms and conditions of the DIR Agreement dated March 21, 2012. A copy of the DIR Agreement is incorporated herein by reference and is available online at http://www.dir.texas.gov/DIR_Contracts/DIR-SDD-1779.pdf or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number: Existing Vendor Customer Account Number(s): **822603189**

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.):

Verizon Wireless Sales Representative Name: Donnie Avina and Wireless Phone Number: 9563421983 and GID: TUSTK

Verizon Wireless Profile ID(s): 2444555

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this day of ,20

Customer Name:	**Verizon Wireless:**
Authorized Signature:	**Authorized Signature:**
Printed Name:	**Printed Name:**
Title:	**Title:**
Date:	**Date:**

State Of Texas - DIR-SDD-1779 - Top Price Plans

verizon

STATE OF TEXAS LOCAL DIGITAL CHOICE	MIN	ACCESS	DISCOUNT	ACCESS (after disc)
STATE OF TEXAS LOCAL DIGITAL CHOICE FLAT RATE $3.99 $.08 PER MIN	0	$3.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 100 SHARE ANYTIME UNL IN NW+ 200 TXT	100	$22.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 200 SHARE ANYTIME UNL IN NW+ 200 TXT	200	$24.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 400 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	400	$25.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 600 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	600	$38.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 1000 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	1,000	$50.99	n/a	n/a
VOICE / VOICE & DATA BUNDLES *AMERICA'S CHOICE/NATIONWIDE*	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	400	$64.09	22%	$49.99
AMERICAS CHOICE II 600 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	600	$80.76	22%	$62.99
AMERICAS CHOICE II 1000 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	1,000	$96.14	22%	$74.98
AMERICAS CHOICE II 400 SHARE UNL IN NW +200 TXT/PIX/FLIX 3845	400	$38.45	22%	$29.99
AMERICAS CHOICE II 600 SHARE UNL IN NW+200 TXT/PIX/FLIX 5512	600	$55.12	22%	$42.99
AMERICAS CHOICE II 1000 SHARE UNL IN NW+200 TXT/PIX/FLIX 7050	1,000	$70.50	22%	$54.99
CUSTOM NATIONAL SHARE EMAIL & DATA + TXT (ONLY) UNLIMITED $34.99	0	$34.99	n/a	n/a
PUSH TO TALK AMERICA'S CHOICE II ENTERPRISE VOICE NATL SHARE $17.99	0	$17.99	n/a	n/a
AMERICA'S CHOICE II NATIONAL SHARE + 100 TXT/PIX/FLIX $14.99	0	$14.99	n/a	n/a
GLOBAL VOICE & DATA BUNDLES	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
AC II GLOBAL 400 SHARE EMAIL & DATA+N&W+IN UNL + TXT	400	$84.60	22%	$65.98
AC II GLOBAL 600 SHARE EMAIL & DATA+N&W+IN UNL + TXT	600	$101.27	22%	$78.99
AC II GLOBAL 1000 SHARE EMAIL & DATA+N&W+IN UNL + TXT	1,000	$116.65	22%	$90.98
NATIONWIDE UNLIMITED PLANS	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
NATIONWIDE TALK UNLIMITED ANYTIME MINUTES $69.99 0110	UNL	$69.99	23%	$53.89
NATIONWIDE TALK & TEXT UNLIMITED ANYTIME MINUTES $89.99	UNL	$89.99	23%	$69.29
NATIONWIDE TALK & TEXT & DATA UNLIMITED ANYTIME MINUTES $129.99	UNL	$129.99	23%	$100.09
NATIONWIDE SMALL BUSINESS SHARE PLANS (TALK, TALK & TEXT)	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 700	700	$60.00	23%	$46.20
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 700	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 1400	1,400	$80.00	23%	$61.60
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 1400	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 2000	2,000	$90.00	23%	$77.00
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 2000	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 3000	3,000	$140.00	23%	$107.80
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 3000	0	$9.99	n/a	$9.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 700	700	$90.00	23%	$69.30
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 700 0509	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 1400	1,400	$110.00	23%	$84.70
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 1400	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 2000	2,000	$120.00	23%	$92.40
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 2000	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 3000	3,000	$170.00	23%	$130.90
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 3000	0	$9.99/$15.99	n/a	$9.99/$15.99

MACHINE TO MACHINE SHARE GROUP 1	DATA	ACCESS	DISCOUNT	ACCESS (after disc)
MACHINE TO MACHINE 1MB PLAN (SHARE)	1MB	$5.00	n/a	n/a
MACHINE TO MACHINE 5MB PLAN (SHARE)	5MB	$7.00	n/a	n/a
MACHINE TO MACHINE 25MB PLAN (SHARE)	25MB	$10.00	n/a	n/a
MACHINE TO MACHINE 50MB PLAN (SHARE)	50MB	$15.00	n/a	n/a
MACHINE TO MACHINE SHARE GROUP 2	**DATA**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
MACHINE TO MACHINE 250MB PLAN	250MB	$25.00	n/a	n/a
MACHINE TO MACHINE 5GB PLAN	5GB	$50.00	23%	$42.50
MACHINE TO MACHINE 250MB PLAN (SHARE)	250MB	$35.00	23%	$29.75
MACHINE TO MACHINE 5GB PLAN (SHARE)	5GB	$60.00	23%	$51.00
DATA ONLY PLANS: SMARTPHONE & BB	**DATA**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
NATIONWIDE UNLIMITED PDA+IN+TXT $47.49 1108	UNL	$47.49	22%	$37.04
NATIONWIDE UNLIMITED BLACKBERRY+IN+TXT $47.49 1108	UNL	$47.49	22%	$37.04
GLOBALEMAIL & DATA UNLIM + TXT 6537 0408	UNL	$65.37	22%	$50.98
MOBILE BROADBAND PLANS	**DATA**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
4G $37.99 UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	UNL	$37.99	n/a	n/a
4G MOBILE BROADBAND 5GB $0.05/MB $34.99 0911	5GB	$34.99	n/a	n/a
3G $37.99 UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	UNL	$37.99	n/a	n/a
3G $37.99 UNLIMITED USA-ONLY MOBILE BROADBAND PLAN (BGSA 666)	UNL	$37.99	n/a	n/a
DATA FEATURES		**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
UNLIMITED SMARTPHONE		$44.99	23%	$34.64
BBA CONNECT UNL $10		$10.00	n/a	n/a
GLOBAL DATA FEATURE - $25/100 MB DATA ALLOWANCE		$25.00	23%	$19.25
4G GLOBAL DATA FEATURE - $25/100 MB DATA ALLOWANCE		$25.00	23%	$19.25
ADDITIONAL FEATURES		**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
23% DISCOUNT APPLIES TO FEATURES OF $24.99 OR HIGHER, WHEN COMBINED WITH RATE PLANS $34.99 AND HIGHER.				
PUSH TO TALK FOR ENTERPRISE VALID ON ANY NATIONWIDE PLAN		$5.00	n/a	n/a
PUSH TO TALK FOR ENTERPRISE (ONLY WITH STATE OF TEXAS LOC DIGITAL)		$10.00	n/a	n/a
PUSH TO TALK FOR ENTERPRISE BB (ONLY WITH STATE OF TEXAS LOC DIGITAL)		$10.00	n/a	n/a
PUSH TO TALK FOR ENTERPRISE BLACKBERRY VALID ON ANY NATIONWIDE PLAN		$5.00	n/a	n/a
250 TXT/PIX/FLIX		$5.00	n/a	n/a
1000 TXT/PIX/FLIX		$10.00	n/a	n/a
TXT MSG UNLIM -$12.00 (AVAILABLE ON PLANS NOT ALREADY INCLUDING UNLIM)		$12.00	n/a	n/a
FFM LIMITED – BASIC PHONE (DATA PLAN REQUIRED)		$15.00	n/a	n/a
FFM BASIC – BASIC PHONE (DATA PLAN REQUIRED)		$20.00	n/a	n/a
FFM PRO – BASIC PHONE (DATA PLAN REQUIRED)		$25.00	23%	$19.25
FFM LIMITED – SMARTPHONE (DATA PLAN REQUIRED)		$15.00	n/a	n/a
FFM BASIC – SMARTPHONE (DATA PLAN REQUIRED)		$20.00	n/a	n/a
FFM PRO – SMARTPHONE (DATA PLAN REQUIRED)		$25.00	23%	$19.25
PTT/FFM BUNDLE PROMO (DATA PLAN REQUIRED)		$20.00	n/a	n/a
FFM ONLY (NO VOICE) LIMITED		$24.99	n/a	n/a
FFM ONLY (NO VOICE) BASIC		$29.99	n/a	n/a
PTT ONLY + FFM BASIC BUNDLE		$45.00	23%	$34.65
COLOR INDICATES WHICH PLANS SHARE				

AI-39854 **IT Department 12. B.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

EMERGENCY MANAGEMENT
Authorization and approval to correct previously approved Sprint contract numbers Dir-Sdd-611 and CW-0502 under CC Regular AI-36916 on March 5, 2013 with corrections to read Sprint Contract # DIR-SDD-1780 for Requisition# 230456 and Sprint Contract # CW-1009 for Requisition# 237963.

BACKGROUND

Attachments

Co.Judge 237963 (gokits)

Co.Judge 230456 (backup)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/25/2013 01:51 PM
Olga Garza	Olga Garza	07/30/2013 04:37 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Griselda Salazar Started On: 07/24/2013 10:55 AM

Final Approval Date: 08/02/2013

Requisition

Req # 00237963

PO #

Date: 06/04/13

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact: **M. HINOJOSA**
956-318-2615

Contract No: **CW10-09**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT # CW10-09		
		DO NOT DUPLICATE ORDER		
7.00	MONTH	GO KIT SERVICES	193.20	1,352.40
		30 LINES @ $6.44 = $193.20		
		JAN-JULY		
		956-522-0028		
		956-522-0155		
		956-522-0184		
		956-522-0692		
		956-522-0733		
		956-522-0735		
		956-522-0736		
		956-522-0770		
		956-522-0789		
		956-522-0794		
		956-522-0795		
		956-522-0802		
		956-522-0805		
		956-522-0813		
		956-522-0814		
		956-522-0898		
		956-522-0941		
		956-522-4043		
		956-522-4074		
		956-522-4090		
		956-522-4094		
		956-522-4203		
		956-522-7282		
		956-522-8350		
		956-522-8356		
		956-522-8364		
		956-522-8601		
		956-522-8621		
		956-522-9121		
		956-522-9248		
		Account No	Encumbrance	
		3-1100-429-00-110-075-0-532	1,352.40	
			Freight	.00
			Total	1,352.40

Authorized By: _____

Requisition

Req # 00237963

PO #

Date: 06/04/13

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Action	Department Name	Requisition No	Wireless Device Type	Wireless Number	Wireless Device Monthly Plan	Employee Number	Employee Name	Wireless Status
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0028	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0155	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0184	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0692	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0733	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0735	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0736	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0770	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0789	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0794	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0795	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0802	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0805	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0813	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0814	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0898	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-0941	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-4043	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-4074	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-4090	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-4094	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-4203	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-7282	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-8350	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-8356	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-8364	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-8601	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-8621	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-9121	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE
APPROVE	COUNTY JUDGE	237963	ERT - GO KIT	956-522-9248	Sprint ERT GO-KIT MRC @ $6.44 X 9/mths (Jan-Sept 2013) = $57.96	n/a	Office Use	ACTIVE

Requisition

Req # 00230456

PO #

Date: 01/29/13

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact:

Contract No: DIR-SDD-1780

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1780 ACCOUNT # 482298699 DO NOT DUPLICATE ORDER		
7.00	MONTH	956-289-6549 EMC 956-457-1080 DEPUTY EMC BUSINESS ADVANTAGE MESSAGING AND DATA 900 W/ ANYMOBILE, ANYTIME $89.99 BUS ADV MSG AND DATA $10.00 PREM DATA ADD ON CHARGE ($20.70) BUSINESS DISCOUNT $1.40 FEDERAL SERVICE FEE $80.69 * 2 LINES = $161.38 MO X 7 MONTHS	161.38	1,129.66
7.00	MONTH	956-720-2165 DEPUTY EMC 956-328-9129 DEPUTY EMC 956-227-5914 ADMINISTRATIVE SUPPORT BUSINESS ADVANTAGE MESSAGING AND DATA 450 W/ ANYMOBILE, ANYTIME $69.99 BUS ADV MSG AND DATA $10.00 PREM DATA ADD ON CHARGE ($16.10) BUSINESS DISCOUNT $1.09 FEDERAL SERVICE FEE $64.98 * 3 LINES = $194.94 MO X 7 MONTHS	194.94	1,364.58
		Account No	Encumbrance	
		3-1100-429-00-110-075-0-532	2,494.24	
			Freight	.00
			Total	2,494.24
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
March 5, 2013
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:

1. **Roll Call**
All members of the Court were counted present.

2. **Pledge of Allegiance**
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**
Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.

5. **Open Forum**
-Opal Billman discussed her false imprisonment on her own property.
-Virginia Townsend questioned why the Constable Pct. 1 was asking for additional employees/positions if they obtained some from Constable Pct. 5, asked about the increase in price for the Constable Pct. 1. Building and asked the Court to testify on the House Bills that would affect our Colonias.
-Fern McClaugherty expressed concerns as to how the Agenda was posted and on items 7.F & 7.H.
-Robert Geib presented the Court a claim from January 15, 2010 for review.
-Oscar Montoya provided the Court an update on the water allotment.

6. **County Judge's Office:**

A. Discussion and appropriate action regarding Hidalgo County's Legislative Agenda for the 83rd Session of the Texas Legislature and other legislative issues affecting Hidalgo County

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Resolution regarding HB 958

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C. Report on bills before the Texas Legislature of interest to Hidalgo County

Israel Rocha came before the Court to discuss how HB 1000/ SB 24 would affect the merging of the universities and the creation of a medical school. Mr. Rocha clarified that in order to create the medical school, they would need: 1) Authorizing Language (HB 1000/ SB 24); and 2) Funding inserted into Appropriations Bill to ensure long term fiscal liability.

Ramiro Garza, Jr., City Manager for Edinburg, talked about some of the sponsors for HB 1000/ SB 24 and encouraged that the Commissioners' Court Members send a letter of support of the legislation for SB 24.

Raul Sesin, Planning Administrator, came before the Court to inform them that he had testified on HB 611. Mr. Sesin discuss how HB 611 would affect the County as it pertains to: 1)Escrow Requirements, 2) 90 day

4. Approval of interdepartmental transfer to fund salaries, fringes and other operating expenditures.
5. Approval of revised salary schedule.

COMMISSIONER HECTOR PALACIOS stepped away .

Ray Eufracio, County Auditor, commented that he had not seen legal approval of the policy and believes the Policy is not in effect. Steve Crain, Legal Counsel, replied that it was intent of the policy that they would not be taking funds out of General Fund. He further explained that the "Policy is not in effect at this time, but the intent is".

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote to to approve items 11.A.1-5.

Vote: 3 - 0 - Unanimously

12. I.T. Dept. - Renan Ramirez:

A. COUNTY JUDGE and FIRE MARSHAL:
Authorization and approval to purchase and continue wireless device services through the County's membership/participation with CONTRACT: DIR-SDD-611 SPRINT, CONTRACT: DIR-SDD-1779 VERIZON WIRELESS and SEACOAST TELECOMMUNICATIONS for the attached table.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

13. Urban County - Diana Serna:

A. Urban County Program, on behalf of the Precinct No. 4, is requesting approval of a best and final negotiated contract for surveying services with Dos Land Surveying, LLC.in the amount of $22,000.00 utilizing Texas General Land Office (GLO) funds for drainage improvements

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. The Urban County Program (UCP) is requesting County Commissioner's Court authorization for the County Judge, Ramon Garcia, to sign a partial release of lien regarding an assisted client under the Owner-Occupied Rehabilitation Program.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

C. Urban County Program, on behalf of the City of Sullivan City, is requesting approval of a best and final negotiated contract for construction material testing services with Millennium Engineers Group, Inc. in the amount of $1,893.75 utilizing Year 25 (2012) Urban County funds for street improvements on Maro Street in Sullivan City, Texas.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

D. Requesting authority to enter into a 36-month lease thru Hidalgo County's membership with State Awarded vendor thru contract: DIR-SSD-1674 for two digital copier printers through Ricoh Corporation, in the amount of $837.42/month lease payment including maintenance plan with consumables for two copiers.

NO ACTION taken on this item.

AI-36916 IT Department 12. A.
CC REGULAR
Meeting Date: 03/05/2013
Department: IT DEPARTMENT

Information
CAPTION
COUNTY JUDGE and FIRE MARSHAL:
Authorization and approval to purchase and continue wireless device services through the County's membership/participation with CONTRACT: DIR-SDD-611 SPRINT, CONTRACT: DIR-SDD-1779 VERIZON WIRELESS and SEACOAST TELECOMMUNICATIONS for the attached table.

BACKGROUND

Attachments
Co.Judge 229491
Co.Judge 230456
Co.Judge 230462
Fire Marsh. 228784
Fire Marsh. 228791
table

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/27/2013 04:53 PM
Roland Garcia	Rolando Garcia	03/01/2013 02:34 PM
Purchasing Department	Angela Garcia	03/01/2013 05:20 PM
Budget & Management	Obdett Calzada	02/27/2013 04:53 PM
Roland Garcia	Rolando Garcia	03/01/2013 02:34 PM
Auditor's Office		03/01/2013 05:20 PM
Form Started By: Griselda Salazar		Started On: 02/08/2013 02:58 PM
Final Approval Date: 03/01/2013		

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☒ Other:	
☐ Plan Change	956-289-6549	
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: EMC Employee ID#_____ Signature:_____

Department: Emergency Management Dept#: 110.

Quantity: 1

Service: $80.69 /mo (x) 6 months = 484.14 Account: 3-1100-429-00-110-075.0 -532

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

Requisition Total: $2,137.92 _____ **Requisition Number:** 230456

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

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

Oscar D. Montoya 1/29/13

Signature | Print Name | Date

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

_____ _____ _____

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☑ Other:	
☐ Plan Change	956-457-1080	
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Deputy EMC Employee ID#_____ Signature:_____

Department: Emergency Management Dept#: 110

Quantity: 1

Service: $80.69/mo (x) 6 months = 484.14 Account: 3-1100-429-00-110-075-0 -532

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

Requisition Total: $2137.92 **Requisition Number:** 230456

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

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

Signature	Print Name	Date
	Oscar D. Montoya	1/29/13

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☒ Other: 956-720-2165	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Deputy EMC Employee ID#_____ Signature:_____

Department: Hidalgo County Emergency Management Dept#: 110

Quantity: 1

Service: $64.98 /mo (x) 6 months = 389.88 Account: 3-1100-429-00-110-075-D -532

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

Requisition Total: $2137.92 **Requisition Number:** 230456

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

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

Signature	Print Name	Date
	Oscar D. Montoya	1/29/13

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☑ Other:	
☐ Plan Change	956-328-9129	
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: EMC Employee ID#_____ Signature:_____

Department: Emergency Management Dept#: 110

Quantity: 1

Service: $64.98/mo (x) 6 months = 389.88 Account: 3-1100-429-00-110-075-0 -532

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

Requisition Total: $2137.92 **Requisition Number:** 230456

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

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

Signature	Print Name	Date
O. M	Oscar D. Montoya	1/29/13

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes:_____

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☑ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☑ Other:	
☐ Plan Change	956-227-5914	
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Administrative Employee ID#_____ Signature:_____

Department: Emergency Management Dept#: 110

Quantity: 1

Service: $64.98 /mo (x) 6 months = 389.88, Account: 31100-429-00-110-075-0 -532

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

Requisition Total: $2137.92 **Requisition Number:** 230456

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

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

Signature	Print Name	Date
O.D.M.S.	Oscar D. Montoya	1-29-13

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-39782 **Urban County 13. A.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Brandy 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 Appraisal Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) appraisal service firms from the County's approved "pool" as graded and evaluated by the Precinct No. 3, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Penitas Drain project.

Appraisal	Grade	Ranked
Leonel Garza Jr. and Associates	94.66	
Professional Appraisal Services	91.66	
HLH Appraisal Services	82.33	

3. Authority to negotiate a professional appraisal service contract with the No. 1 ranked firm of _____ for the provision of **Appraisal Services** for the Precinct No.3 – Penitas Drain Project

BACKGROUND

The three (3) Professional Appraisal firms rated from the County's approved "pool" are: Leonel Garza Jr. and Associates, HLH Appraisal Services, and Professional Appraisal Services

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/23/2013 02:56 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Mary Flores Started On: 07/18/2013 04:41 PM

Final Approval Date: 08/02/2013

Texas General Land Office Disaster Recovery Funds
Appraisal Review Services
Flood and Drainage Improvements
GLO Contract No. 12-406-000-6453
Grading-Ranking Grid

Criteria	Leonel Garza Jr. & Assoc.			Professional Appraisal Service, Inc.			HLH Appraisal Services		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Responsiveness	30	30	26	26	30	28	24	25	25
Firm Capabilities	45	45	37	40	41	42	37	41	36
Staffing	23	25	23	20	25	23	14	24	21
TOTALS	98	100	86	86	96	93	75	90	82
AVERAGES	284÷3= 94.66			275÷3= 91.66			247÷3= 82.33		
RATING	1			2			3		

Notes:

Commissioner's Court

-Give Ms. Serna a copy of the grid sheet filled out with ranks and that has names of graders

-Attach copy of agenda

To upload for Commissioners Court

- **Copy of grid with ranks but without graders names**
- **Agenda**

AI-39845 **Urban County 13. B.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Eric Trevino **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 Engineering services.

2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by UCP HOME Staff and Purchasing Procurement Specialist) for the purposes of ranking by Commissioner's Court in connection with surveying services for the Urban County Program Owner-Occupied Rehabilitation projects (Rehab.) that require a survey.

FIRM	GRADE	RANK
Hinojosa Engineering	98	
R.E. Garcia	96	
Quintanilla, Headley & Associates	96	

3. Authority to negotiate a one (1) year contract for professional engineering services with the No. 1 ranked firm

_____for surveying services.

BACKGROUND

Urban County Program HOME Staff and Purchasing Procurement Specialist have rated three engineering service firms from the County's approved "pool". Hinojosa Engineering, RE Garcia and Quintanilla Headley & Associates were rated for applicable Rehab. projects that require a survey prior to construction. The Urban County Program Staff is requesting a one (1) year contract for said services. See attached scoring grid for your review.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2011 Budget. The Urban County Program staff recommends approval of applicant's.

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/24/2013 01:07 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Mary Flores Started On: 07/24/2013 08:51 AM

Final Approval Date: 08/02/2013

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

REVIEWED
By Oscar Garza at 10:07 am, Jul 16, 2013

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

Selection Criteria		Points	Score
1. RESPONSIVENESS	(30 pts)		
➢ Requested information		5	5
➢ Thoroughness		5	4
➢ Understanding of Project		5	5
➢ List of references provided	5 local govt. 1 Bank	5	5
➢ Clarity-Brevity		5	5
➢ Degree if Interest		5	5
Comments/Rationale For Points:			TOTAL 29
2. FIRM CAPABILITIES	(45 pts)		
➢ Background	est. 1986	5	5
➢ Relevant experience		5	5
➢ Experience with similar projects	listed 5 projects	5	4
➢ Knowledge of area		5	5
➢ Timeliness of schedule		5	4
➢ Quality services previously provided to Hidalgo County		5	5
➢ Current workload	no list provided	5	4
➢ Ability to commence various re-quested projects simultaneously		5	5
➢ Completion of projects within budgets	this not provided	5	4
Comments/Rationale For Points:			TOTAL 42
3. STAFFING	(25 pts)		
➢ Qualification of personnel	see Engineer Licenses & Resumes	10	10
➢ Key personnel		10	10
➢ Required discipline skills		5	5
Comments/Rationale For Points:			TOTAL 25
		Total Score	97

Project Name: Land Surveyors Contract

Department: Urban County Program

Firm/Participant: Quintanilla, Headley and Associates, Inc.

Evaluator: Steve de la Barza Date: 7/8/13

EXHIBIT "B"

EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

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1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided 22	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points:		TOTAL 30
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects 22 projects provided	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload 13 under const. / 4 design	5	5
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets did not address	5	4
Comments/Rationale For Points:		TOTAL 43
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
	Total Score	98

Project Name: Land Surveyors Contract

Department: Urban County Program

Firm/Participant: Hinojosa Engineering Inc

Evaluator: Steve De La Garza Date: 7/8/13

EXHIBIT "B"

EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

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1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	4
➢ Thoroughness	5	4
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points:		TOTAL 28
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule not addressed	5	4
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points:		TOTAL 43
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
	Total Score	96

Project Name: Land Surveyors Contract

Department: Urban County Program

Firm/Participant: R.E. Garcia Associates

Evaluator: Steve de la Garza Date: 7/8/13

EXHIBIT "B"

EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 30
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points: Meets all criteria, but no Knowledge of projects being completed within Budget		TOTAL 44
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: meets all Criteria		TOTAL 25
Total Score		99

Project Name: _____

Department: _____

Firm/Participant: R. E. + Associates

Evaluator: Antonio Barco Date: July 9, 2013

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
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RFQ NO: 2013-005-12-05-MEG

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1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 30
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points: Meets most criteria but have no knowledge as to projects are completed within Budget		TOTAL 44
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 25
Total Score		99

Project Name: _____

Department: _____

Firm/Participant: Hinojosa Engineering Inc.

Evaluator: Antonia Barco Date: July 9, 2013

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
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C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	4
➢ Thoroughness	5	3
➢ Understanding of Project	5	5
➢ List of references provided	5	4
➢ Clarity-Brevity	5	3
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets MOST criteria but lacking some information and clarity		TOTAL 24
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: Meets MOST criteria		TOTAL 44
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 25
Total Score		93

Project Name: _____

Department: _____

Firm/Participant: Quintanilla, Headley and Associates Inc.

Evaluator: Antonio Barco PCP Date: July 9, 2013

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

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1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets Criteria as outlined		TOTAL 30
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	3
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: RFQ very clear and defined/not clear on workload		TOTAL 42
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
Total Score		97

Project Name: Home Owner Rehabilitation Project

Department: UCP

Firm/Participant: Hinojosa Engineering

Evaluator: Oscar Garza Date: 07/12/13

Oscar Garza, Program Coordinator

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: RFQ is very clear and defined and through		TOTAL 30
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	3
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: Firm has a good & reputable experience with HC		TOTAL 43
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
Total Score		98

Project Name: Home Owner Rehabilitation Project

Department: UCP

Firm/Participant: Quintanilla Headley & Associates

Evaluator: Oscar Garza Date: 07/12/13

Oscar Garza, Program Coordinator

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	3
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: RFQ is not very clear on throughness of projects		TOTAL 28
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	3
➢ Ability to commence various re-quested projects simultaneously	5	3
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: RFQ not clear as to current work load & staff chart		TOTAL 41
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
Total Score		94

Project Name: Home Owner Rehabilitation Project

Department: UCP

Firm/Participant: RE Garcia

Evaluator: Oscar Garza Date: 07/12/13

Oscar Garza, Program Coordinator

AI-39937 **Urban County 13. C.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Guadalupe V. Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 4 is requesting authority to purchase park equipment through Hidalgo County's membership and participation with Buy Board (Texas Association of School Boards) approved vendor The Playwell Group (contract # 346-10) in the amount of $145,574.04 (quote attached hereto) to include shipping fees. Hidalgo County Precinct No. 4 UCP Years 22 (2009) Parks, Recreational Equipment funds will be utilized.

BACKGROUND

The parks/recreational equipment will include complete playscapes and installation. Payment in the amount of $145,574.04 will include warranties, delivery, and installation. Delivery is expected within 60 days.

Vendor: The Playwell Group .
Quote Number: SQ-33173
Purchase Amount: $145,574.04

Funds Available: $147,926.53 Year 22 (2009) Parks, Recreational Facility Improvement Funds

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 03:50 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Mary Flores Started On: 07/29/2013 03:03 PM

Final Approval Date: 08/02/2013

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Received
JUL 23 2013
Urban County Program

Name of Cooperative: Buyboard **Person Contacted:** Dan Libby

VENDOR #1 **Name:** The Playwell Group **Contract No. :** 346-10 **Phone:** 800-726-1816

Quantity	Description of Items	Price per Unit	Total Amount
1	4 PWS-350-1306 Playworld Wilderness Hideout Challenger (5% Discount)	$62,522.00	$59,395.90 ✓
1	5 PWS-35-1311.2B Playworld Custom Challenger (5% Discount)	$18,667.00	$17,733.65 ✓
1	6 PWS-35-1311.4B Playworld Custom Challenger (5% Discount)	$15,043.00	$14,290.85 ✓
8	7 PWS-ZZXX0038 Playworld Wear Mats (5% Discount)	$104.00	$790.40 ✓
2	8 PWS-ZZXX0165 Playworld 2-5 Year Old Risk Mgmt Sign (5% Discount)	$655.00	$1,244.50 ✓
1	9 PWS-ZZXX0175 Playworld 5-12 Year Old Risk Sign (5% Discount)	$655.00	$622.25 ✓
1	10 YRC- Direct Shipping & Handling	$4,573.15	$4,573.15 ✓
175	12 SSI-Fiber Safesurf Engineered Wood Fiber (10% Discount)	$17.33	$2,730.00 ✓
96	13 SSI-Timber SafeSurf 4' Timbers W/ Spikes (10% Discount)	$28.00	$2,419.20 ✓
3	14 SSI-Ramp SafeSurf Handicap Ramp (10% Discount)	$654.00	$1,765.80 ✓
2	15 SSI-GEO-2700 Safesurf Geo Fabric 2700 sf per roll (10% Discount)	$360.00	$648.00 ✓
1	16 SH Shipping & Handling	$5,140.98	$5,140.98 ✓
1	4 IGAS-INSTALL GAS Installation of (3) Playsystems, Wood Fiber, Geofab and Timbers. Includes Unloading and Receiving of Equipment and Trash Receptacle.	$34,219.36	$34,219.36 ✓
		TOTAL:	$ 145,574.04

Recommendation: Purchase of playground equipment from The Playwell Group in the amount of $145,574.04.

Requested by: Joseph Calonico Date 7-22-13 **UCP Approval:** Diane R Hare Date 7/29/13

The PlayWell Group

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

QUOTATION

SQ-33173 7/12/2013

Customer	Contact	Ship To
Hidalgo County Precinct 4 1051 N Doolittle Road EDINBURG TX 78542 UNITED STATES	Hidalgo County Precinct 4/Sunflower Park Steve Cruz 1051 N Doolittle Road EDINBURG TX 78542 UNITED STATES Tel: (956)-383-3112	Hidalgo County Precinct 4/Sunflower Park Steve Cruz 1051 N Doolittle Road EDINBURG TX 78542 UNITED STATES Tel: (956)-383-3112 Fax: (956)-381-5905

Account	Terms	Due Date	Account Rep	Schedule Date
3257	NET 30	8/11/2013	Dan Libby	9/12/2013

Quotation	PO #	Reference	Ship VIA
SQ-33173			Default Carrier

L	Item	Description	Qty	Price	UM	Discount	Amount
1	BuyBoard	BUYBOARD	1	$0	EA		$0.00
2		This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc.Contract # 346-10. Expires 09/30/2013					
4	PWS-350-1306	Playworld Wilderness Hideout Challenger	1	$62,522.00	EA	$3,126.10 5%	$59,395.90 ✓
5	PWS-35-1311.2B	Playworld Custom Challenger	1	$18,667.00	EA	$933.35 5%	$17,733.65 ✓
6	PWS-35-1311.4B	Playworld Custom Challenger	1	$15,043.00	EA	$752.15 5%	$14,290.85 ✓
7	PWS-ZZXX0038	Playworld Wear Mats	8	$104.00	EA	$41.60 5%	$790.40 ✓
8	PWS-ZZXX0165	Playworld 2-5 Year Old Risk Mgmt Sign	2	$655.00	EA	$65.50 5%	$1,244.50 ✓
9	PWS-ZZXX0175	Playworld 5-12 Year Old Risk Sign	1	$655.00	EA	$32.75 5%	$622.25 ✓
10	YRC-DIRECT	Shipping & Handling	1	$4,573.15	EA	0%	$4,573.15 ✓
12	SSI-FIBER	Safesurf Engineered Wood Fiber	175	$17.33	CY	$302.75 10%	$2,730.00 ✓
13	SSI-TIMBER	SafeSurf 4' Timbers W/Spikes	96	$28.00	EA	$268.80 10%	$2,419.20 ✓
14	SSI-RAMP	SafeSurf Handicap Ramp	3	$654.00	EA	$196.20 10%	$1,765.80 ✓
15	SSI-GEO-2700	Safesurf Geo Fabric 2700 sf per roll	2	$360.00	EA	$72.00 10%	$648.00 ✓
16	SH	Shipping & Handling	1	$5,140.98	EA	0%	$5,140.98 ✓
4	IGAS-INSTALL	GAS Installation of (3) Playsystems, WoodFiber, Geofab and Timbers. Includes Unloading and Receiving of Equipment and Trash Receptacle.	1	$34,219.36	EA	0%	$34,219.36 ✓

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Customer PO No. _____

Approved By: _____ Date: _____

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$145,574.04
Total	$145,574.04
Balance	$145,574.04

The PlayWell Group

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

Hidalgo County Precinct
4/Sunflower Park
Steve Cruz
1051 N Doolittle Road
EDINBURG TX 78542
UNITED STATES
Tel: (956)-383-3112

7/17/2013

TERMS AND CONDITIONS

PRICES AND PROJECT QUOTATION
PRICES shown in all of our Quotations are subject to change without notice. All shipments are subject to price in effect at time of shipment. QUOTATION: Is for acceptance within a maximum of 30 days from date of Quotation and prices are guaranteed only for materials which can be scheduled and shipped within one year from date of quotation.

TERMS, TAXES AND INVOICES
TERMS: All invoices are due net within 30 days. If legal action is necessary to enforce payment, purchaser will pay any court costs and reasonable attorney fees.

Full payment is required on material ordered under $1000.00, no exceptions. Visa, MasterCard, and American Express accepted. Please disregard if you have established prior credit with us.

FREIGHT AND DELIVERY
All shipment is F.O.B Factory, except where specifically stated otherwise. Delivery of materials is six weeks from the order date, plus a few days for transit. Every effort is made to comply with scheduled shipping dates: The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its materials due to causes beyond the control of the Company.

RETURNED GOODS AND/OR CANCELLATION
No material shall be returned without written permission. When granted, no credit will be issued until purchaser supplies correct invoice number and date covering original shipment or material. All credits, when issued, are subject to 25% restocking charge; and charges necessary to put the material back in saleable condition, any outgoing freight charges paid by The PlayWell Group, Inc. Orders cancelled prior to shipment will be charged 10% of the material price. Once the material has been installed, no refund will be granted.

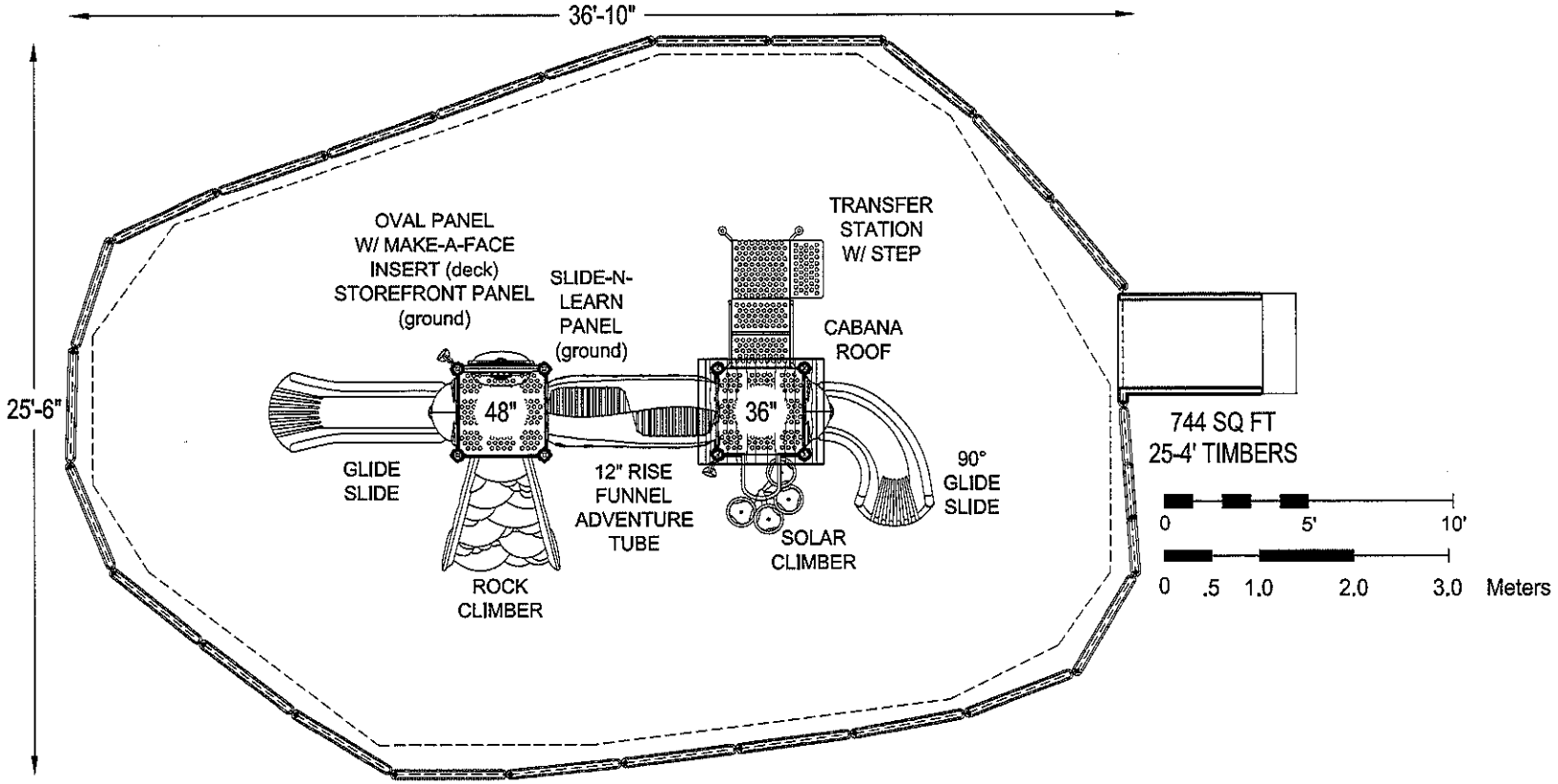
STATE OF TEXAS HISTORICALLY
Underutilized Business Certification - The PlayWell Group, Inc. is certified by the Texas Building & Procurement Commission as an Historically Underutilized Business (HUB). A copy of the certificate is available upon request.

INSTALLATION NOT INCLUDED
Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

Material will be ordered immediately upon receipt of written approval. Please fax all pages included color choices, if necessary and confirm shipping address.

QUOTE #:_____ DATE:_____

SIGNATURE: _____



*Playground Supervision Required

ASTM F1487-07 | USERS 2-12

PLAYWORLD™

©2007 Playworld Systems, Inc.
Playworld™ is a brand of Playworld Systems, Inc.

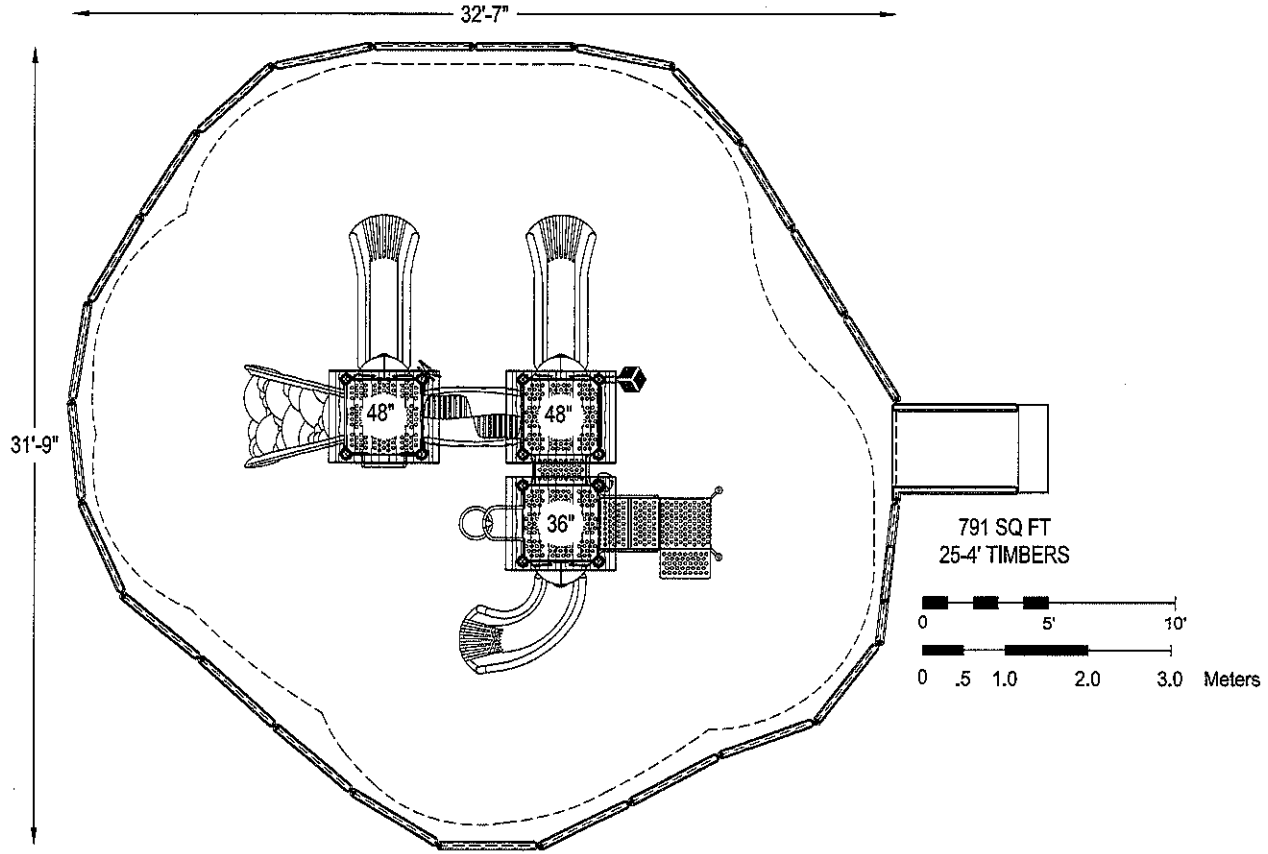
23' X 11'-11" | 4' | 744 SQ FT | 36'-10" X 25'-6"

PROJECT NO:	REV:	DATE:
351300	3B	03/29/2013
SYSTEM: CHALLENGERS		SCALE: 3/16" = 1'-0"
SITE PLAN		DRAWN BY: CARRIE CHAVEZ

TBD PARK

HIDALGO COUNTY PRECINCT 4

Company Name
Address
Address
Phone #



*Playground Supervision Required

ASTM F1487-07

USERS 2-5

PLAYWORLD™

© 2007 Playworld Systems, Inc.
Playworld™ is a brand of Playworld Systems, Inc.

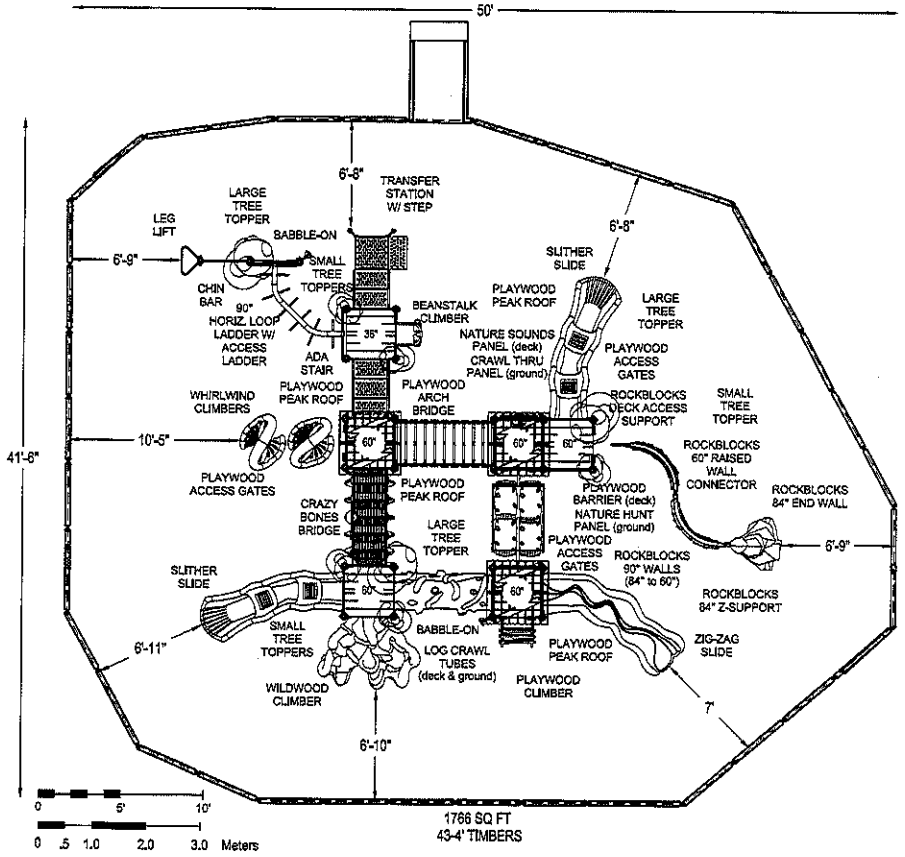
19' X 18'-3" 4' 791 SQFT 32'-7" X 31'-9"

PROJECT NO:	REV:	DATE:
351311	1B	03/29/2013
SYSTEM:		SCALE:
CHALLENGERS		3/16" = 1'-0"
SITE PLAN		DRAWN BY: CARRIE CHAVEZ

TBD PARK

HIDALGO COUNTY PRECINCT 4

Company Name
Address
Address
Phone #



*Playground Supervision Required

ASTM F1487-07

USERS 5-12

PLAYWORLD™

© 2007 Playworld Systems, Inc.
Playworld™ is a brand of Playworld Systems®, Inc.

36'-6" X 27'-10" | 8' | 1766 SQ FT | 50' X 41'-6"

PROJECT NO:	REV:	DATE:
351316	2A	03/29/2013
SYSTEM: CHALLENGERS		SCALE: 3/16" = 1'-0"
SITE PLAN		DRAWN BY: CARRIE CHAVEZ

SUNFLOWER PARK

HIDALGO COUNTY PRECINCT 4

Company Name
Address
Address
Phone #

AI-39945 **Urban County 13. D.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Guadalupe V. Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 4 is requesting authority to purchase park equipment through Hidalgo County's membership and participation with Buy Board (Texas Association of School Boards) approved vendor The Playwell Group (contract # 346-10) in the amount of $21,452.30 (quote attached hereto) to include shipping fees. Hidalgo County Precinct No. 4 UCP Years 22 & 23 (2009 & 2010) Parks, Recreational Equipment funds will be utilized.

BACKGROUND

The parks/recreational equipment will include work-out stations equipment and installation. Payment in the amount of $21,452.30 will include warranties, delivery, and installation. Delivery is expected within 60 days.

Vendor: The Playwell Group .
Quote Number: SQ-32308
Purchase Amount: $21,452.30

Funds Available: $ 2,352.49 Year 22 (2009) Parks, Recreational Facility Improvement Funds
$216,248.01 Year 23 (2010) Parks, Recreational Facility Improvement Funds

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 03:50 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Mary Flores Started On: 07/29/2013 03:35 PM

Final Approval Date: 08/02/2013

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buyboard **Person Contacted:** Dan Libby

VENDOR #1 **Name:** The Playwell Group **Contract No. :** 346-10 **Phone:** 800-726-1816

Quantity	Description of Items	Price per Unit	Total Amount
1	4 PWS-ENERGI-5-SM Playworld Energi 5 Station w/Sign (5% Discount)	$15,832.00	$15,040.40
1	5 YRC-DIRECT Shipping & Handling	$1,449.00	$1,449.00
1	4 IGAS-INSTALL GAS Installation of Fitness Equipment. This Price also includes unloading and receiving of equipment at job site.	$4,962.90	$4,962.90
		TOTAL:	$ 21,452.30

Recommendation: Purchase of fitness equipment from The Playwell Group in the amount of $21,452.30.

Requested by: Joseph Palacios Date 7-22-13 **UCP Approval:** Date 7/29/13

The PlayWell Group

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

QUOTATION

SQ-32308 7/17/2013

Customer	Contact	Ship To
Hidalgo County Precinct 4 1051 N Doolittle Road EDINBURG TX 78542 UNITED STATES	Hidalgo County Precinct 4/Sunflower Park Steve Cruz 1051 N Doolittle Road EDINBURG TX 78542 UNITED STATES Tel: (956)-383-3112	Hidalgo County Precinct 4/Sunflower Park Steve Cruz 1051 N Doolittle Road EDINBURG TX 78542 UNITED STATES Tel: (956)-383-3112 Fax: (956)-381-5905

Account	Terms	Due Date	Account Rep	Schedule Date
3257	NET 30	5/17/2013	Dan Libby	6/17/2013

Quotation	PO #	Reference	Ship VIA
SQ-32308			Default Carrier

L	Item	Description	Qty	Price	UM	Discount	Amount
1	BuyBoard	BUYBOARD	1	$0	EA		$0.00
2		This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc.Contract # 346-10. Expires 09/30/2013					
3							
4	PWS-ENERGI-5-SM	Playworld Energi 5 Station w/Sign	1	$15,832.00	EA	$791.60 5%	$15,040.40 ✓
5	YRC-DIRECT	Shipping & Handling	1	$1,449.00	EA		$1,449.00 ✓
4	IGAS-INSTALL	GAS Installation of Fitness Equipment. This Price Also Includes Unloading and Receiving of Equipment at the Jobsite.	1	$4,962.9	EA		$4,962.90 ✓

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$21,452.30
Total	$21,452.30
Balance	$21,452.30

Customer PO No. _____

Approved By: _____ Date: _____

The PlayWell Group

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
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(972) 488-9355

Hidalgo County Precinct
4/Sunflower Park
Steve Cruz
1051 N Doolittle Road
EDINBURG TX 78542
UNITED STATES
Tel: (956)-383-3112

7/12/2013

TERMS AND CONDITIONS

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FREIGHT AND DELIVERY
All shipment is F.O.B Factory, except where specifically stated otherwise. Delivery of materials is six weeks from the order date, plus a few days for transit. Every effort is made to comply with scheduled shipping dates: The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its materials due to causes beyond the control of the Company.

RETURNED GOODS AND/OR CANCELLATION
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STATE OF TEXAS HISTORICALLY
Underutilized Business Certification - The PlayWell Group, Inc. is certified by the Texas Building & Procurement Commission as an Historically Underutilized Business (HUB). A copy of the certificate is available upon request.

INSTALLATION NOT INCLUDED
Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

Material will be ordered immediately upon receipt of written approval. Please fax all pages included color choices, if necessary and confirm shipping address.

QUOTE #:_____ DATE:_____

SIGNATURE: _____

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Purchase Document | Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Vendors
The Playwell Group, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Construction Services Advisory

Vendor Name:	The Playwell Group, Inc.
Address:	4743 Iberia Avenue, Ste C Dallas, TX 75207
Phone Number:	(800) 726-1816
Email:	claudia@playwellgroup.com
Website:	www.playwellgroup.com
Federal ID:	75-2658108
Contact:	Claudia Wolosz
Accepts RFQs:	Yes
Minority Owned Vendor:	Yes
Women Owned Vendor:	Yes
Contract Name:	Parks & Recreation Equipment/Field Lighting Products & Installation
Contract Description:	
Contract#:	346-10
Effective Date:	10/01/2010
Expiration Date:	09/30/2013
Payment Terms:	Net 30 days
Delivery Days:	75
Shipping Terms:	Freight prepaid by vendor and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, New Mexico, Texas
Quote Reference Number:	346-10
Return Policy:	30 days if not installed, restocking fee.
Additional Dealers:	Installation work is performed by Playworks, Inc.
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must a their individual projects to determine the need for bonding and insurance, including v limitation such workers' compensation insurance as may be required by state or loca or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the proje subject to prevailing wage rate requirements under the federal Davis Bacon Act or st local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Govern Code ("Act"), prohibits a governmental entity from using a competitive bid process th initially considers price in the procurement of professional services covered under th "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and re estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides governmental entity may not use an interlocal contract with a purchasing cooperative purchase engineering or architectural services (Texas Government Code, Section 791 (h)). BuyBoard® contracts do not, and are not intended to, include professional servi that must be procured in accordance with the Act. Cooperative members are reminde they must comply with the Act whenever a contract includes professional services as component part, and may not procure engineering or architectural services through a BuyBoard contract.**

ENERGI® Prime
Complete 5-Station System

Add to Wishlist

Product: #ENERGI-PR-500-SM

$15,832

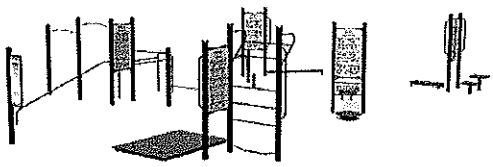
Ages 16+

42' 0" x 36' 0"
(12,8m x 10,97m)

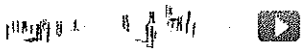
Email Print Share

Warranty Information

Find Your Representative



Color Examples A B C View Larger



ENERGI® Prime

Complete 5-Station System

The complete ENERGI Prime fitness system, featuring all 5 stations with 120 exercises and a welcome sign. Complete with a free programming guide that includes lesson plans for middle and high schools. Also available in an in-ground mount version.

Want to learn more about our ENERGI Product Line?

Create your own custom color palette!
Playworld Systems makes it easy to personalize your playground with colors that reflect your community pride, boost school spirit, or complement your surrounding architecture and environment.
Learn More

Product Details Technical Documents Lesson Plans

Weight: 1434 lbs (651 kg)

Fall Height: 0' 0" (0m)

Size: 38' 10" x 30' 0" x 7' 8" (11,84m x 9,14m x 2,34m)

Install Hours: 13

Certifications:

Prices shown in U.S. Dollars. Prices do not include freight, custom fees, surfacing or installation. Please contact your authorized Playworld Systems Representative for pricing.

AI-39733 **Texas Agri-Life Extension Serv. 14. A.**

CC REGULAR

Meeting Date: 08/06/2013

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

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Introduction by Christina L. Perez, County Extension Agent-4-H & Youth Development of the 2013-2014 Hidalgo County 4-H Ambassadors and the 2013-2014 Hidalgo County 4-H Council Officers

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Introduction

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/18/2013 01:54 PM
Manuel Chapa	Manuel Chapa	07/29/2013 01:10 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Nora Linda Cruz Started On: 07/16/2013 03:19 PM

Final Approval Date: 08/02/2013

July 16, 2013

County of Hidalgo
County Judge's Office - Public Affairs Division
302 West University Drive
Edinburg, Texas 78539

To Whom It May Concern:

I would like to kindly request to be placed on your Commissioners Court agenda scheduled for August 6, 2013 for introduction of the 2013-2014 Hidalgo County 4-H Ambassadors and the 2013 – 2014 Hidalgo County 4-H Council Officers.

The purpose of the 4-H Ambassador Program is to project a clear and accurate image of the Texas 4-H Youth Development Program. The 4-H Ambassadors are spokespersons for the 4-H Program, who tell the 4-H story to different audiences in the community. Their role consists of promoting and advertising 4-H to other youth, volunteers and community leaders. The Ambassadors help others understand how 4-H affects the lives of young people and how it addresses key youth issues in the community and state. In doing so, the youth improve their leadership and presentation skills by representing County 4-H Program.

The Hidalgo County 4-H Council Officers represent the 4-H Program by providing community service events, coordinate summer camps, as well as hold monthly meetings for the 4-Hers in Hidalgo County. With this in mind, we ask that the following be acknowledged:

<u>2013 – 2014 Hidalgo County 4-H Ambassadors</u>:

- Adriana Lamar de los Santos
- Brianna Nicole Bullion
- Claudia Christina Martinez
- Robyn Denise Perez
- Amanda Cristina Salinas
- Renee Patricia Boyle
- Krista Luisa Olivarez
- Vanessa Marie Martinez
- Daena Lynn Ciomperlik
- Charlene Marie Beamsley
- Marissa Nicole Luna
- James Andrew Cano
- Bianca Rebecca Garcia
- Cynthia Lilliana Cantu
- Emily Nicole Morales

2013 – 2014 Hidalgo 4-H Council Officers:

- Claudia Christina Martinez
- Remi Lee Hargett,
- Clayton Wayne Neuhaus
- Krista Luisa Olivarez
- Itza Annette Garza,
- Will Beckwith
- Renee Patricia Boyle
- Hailie Nicole Ciomperlik
- Vanessa Marie Martinez

Thank you, in advance, for your consideration. Should you have any questions, please do not hesitate to give me a call to my office at (956)383-1026 or mobile at (956)650-8781.

Sincerely,

Christina Perez

County Extension Agent (4-H & Youth Development)
TEXAS A&M AGRILIFE EXTENSION
410 North 13th Avenue
Edinburg, Texas 78541
Office: (956)383-1026
Fax: (956)383-1735

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

AI-39955 **Colonia Access Program 15. A.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval to delete four 3rd Round BCAP projects (De Anda Subdivision, Valley View Subdivision, Village Grove and Jardin Terrace) and add an additional three (Lorenzana Subdivision, Heidelburg Subdivision and Blue Enterprises)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** Fund 1312

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

BUDGETARY IMPACT:

As per spreadsheets attached, funds are available to cover new projects

Attachments

bcap balances

bcap balances

letter

Expense rep - reference

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/31/2013 04:08 PM
Manuel Chapa	Manuel Chapa	08/01/2013 10:46 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Angela Garcia Started On: 07/30/2013 01:23 PM

Final Approval Date: 08/02/2013

BCAP 3rd Call Hidalgo County

Detail #	TWDB ID #	Colonia Name	Project Length (mi)	Authorized Project Amount			Hidalgo County Remaining Balances		
				Drainage	Max. Roadway	Total	Drainage Balance	Roadway Balance	Total Amount
3C1080855	M1080855	Ash Country	0.22	$32,400.00	$97,905.35	$130,305.35	$32,400.00	$85,861.96	$118,261.96
3C1080220	M1080220	Delta West Subd.	0.76	$41,600.00	$313,968.53	$355,568.53	$41,600.00	$279,595.92	$321,195.92
3C1080388	M1080388	La Milpa -- Added Am 6	0.15	$39,520.00	$59,864.79	$99,384.79	$39,520.00	$59,539.70	$99,059.70
3C1080727	M1080727	Tiejerina Estates -- Added Am. 5 (plans done in 1st call)	0.43	$111,307.45	$163,850.88	$275,158.33	$111,307.45	$163,637.09	$274,944.54
3C1080103	M1080103	Bernal Heights No. 1 -- Added Am. 5 (plans done in 2nd cal	0.16	$22,744.00	$62,921.52	$85,665.52	$22,744.00	$61,303.03	$84,047.03
3C1080215	M1080215	De Anda Subd. (comp. app.)	0.12	$12,600.00	$51,725.18	$64,325.18	$12,600.00	$45,466.79	$58,066.79
3C1080230	M1080230	Dimas No. 3 -- Added Am. 5 (plans done in 2nd call)	0.43	$117,764.00	$177,785.13	$295,549.13	$117,764.00	$170,680.79	$288,444.79
3C1080603	M1080603	Rankin Subdivision -- Added Am 6	0.55	$304,387.84	$275,000.00	$579,387.84	$304,387.84	$239,382.59	$543,770.43
3C1080260	M1080260	Engleman Estates -- Added Am 6	0.46	$43,954.00	$155,607.53	$199,561.53	$43,954.00	$142,975.95	$186,929.95
3C1080752	M1080752	Trenton Terrace	0.27	$140,840.00	$135,000.00	$275,840.00	$140,840.00	$106,343.82	$247,183.82
3C1080329	M1080329	Hoehn Drive Subd.	1.60	$105,322.00	$351,700.63	$457,022.63	$105,187.22	$302,111.54	$407,298.76
3C1080600	M1080600	Randolph Barnett #1 -- X per Am. 1, added Am. 6	0.12	$32,650.00	$61,553.03	$94,203.03	$32,650.00	$53,098.05	$85,748.05
3C1080587	M1080587	Ramirez Subd. (comp. app.) -- X per Am. 1, added Am. 6	0.10	$0.00	$46,753.53	$46,753.53	$0.00	$39,510.57	$39,510.57
3C1080588	M1080588	Ramirez Subd. #2 (comp. app.) -- X per Am. 1, added Am. 6	0.10	$41,700.00	$50,000.00	$91,700.00	$41,700.00	$41,331.44	$83,031.44
3C1080589	M1080589	Ramirez Subd. #3 (comp. app.) -- X per Am. 1, added Am. 6	0.14	$34,650.00	$71,000.00	$105,650.00	$34,650.00	$61,130.16	$95,780.16
3C1080606	M1080606	Regal Estates -- X per Am. 1, added Am. 6	0.24	$65,200.00	$121,000.00	$186,200.00	$65,200.00	$106,078.90	$171,278.90
3D1080536	M1080536	Palm Lake Estates #1 (both)	1.28	$57,227.00	$140,622.00	$197,849.00	$57,227.00	$140,622.00	$197,849.00
3C1080780	M1080780	Vereda Tropical	0.24	$25,660.00	$119,307.18	$144,967.18	$25,660.00	$107,305.89	$132,965.89
									$3,435,367.70

To Be Deleted

3C1080215	M1080215	De Anda Subd. (comp. app.)	0.12	$12,600.00	$51,725.18	$64,325.18	$12,600.00	$45,466.79	$58,066.79
3C1080779	M1080779	Valley View Estates -- Added Am. 1	0.32	$8,368.00	$136,555.34	$144,923.34	$8,368.00	$125,603.25	$133,971.25
3C1080790	M1080790	Village Grove #2	0.26	$0.00	$42,407.91	$42,407.91	$0.00	$37,596.92	$37,596.92
3C1080348	M1080348	Jardin Terrace Subd. -- X per Am. 1, added Am. 6	0.30	$55,600.00	$142,044.99	$197,644.99	$55,600.00	$142,044.99	$197,644.99
									$427,279.95

Project Totals	$3,435,367.70
BCAP 3rd Call Available Balance	$5,752,004.23
BCAP 3rd Call Remaining Balance	**$2,316,636.53**

BCAP 3rd Call Hidalgo County

Detail #	TWDB ID #	Colonia Name	Project Length (mi)	Authorized Project Amount			Hidalgo County Remaining Balances		
				Drainage	Max. Roadway	Total	Drainage Balance	Roadway Balance	Total Amount
3C1080855	M1080855	Ash Country	0.22	$32,400.00	$97,905.35	$130,305.35	$32,400.00	$85,861.96	$118,261.96
3C1080388	M1080388	La Milpa -- Added Am 6	0.15	$39,520.00	$59,864.79	$99,384.79	$39,520.00	$59,539.70	$99,059.70
3C1080603	M1080603	Rankin Subdivision -- Added Am 6	0.55	$304,387.84	$275,000.00	$579,387.84	$304,387.84	$239,382.59	$543,770.43
3C1080260	M1080260	Engleman Estates -- Added Am 6	0.46	$43,954.00	$155,607.53	$199,561.53	$43,954.00	$142,975.95	$186,929.95
3C1080752	M1080752	Trenton Terrace	0.27	$140,840.00	$135,000.00	$275,840.00	$140,840.00	$106,343.82	$247,183.82
3C1080329	M1080329	Hoehn Drive Subd.	1.60	$105,322.00	$351,700.63	$457,022.63	$105,187.22	$302,111.54	$407,298.76
3C1080600	M1080600	Randolph Barnett #1 -- X per Am. 1, added Am. 6	0.12	$32,650.00	$61,553.03	$94,203.03	$32,650.00	$53,098.05	$85,748.05
3C1080587	M1080587	Ramirez Subd. (comp. app.) -- X per Am. 1, added Am. 6	0.10	$0.00	$46,753.53	$46,753.53	$0.00	$39,510.57	$39,510.57
3C1080588	M1080588	Ramirez Subd. #2 (comp. app.) -- X per Am. 1, added Am. 6	0.10	$41,700.00	$50,000.00	$91,700.00	$41,700.00	$41,331.44	$83,031.44
3C1080589	M1080589	Ramirez Subd. #3 (comp. app.) -- X per Am. 1, added Am. 6	0.14	$34,650.00	$71,000.00	$105,650.00	$34,650.00	$61,130.16	$95,780.16
3C1080606	M1080606	Regal Estates -- X per Am. 1, added Am. 6	0.24	$65,200.00	$121,000.00	$186,200.00	$65,200.00	$106,078.90	$171,278.90
3C1080536	M1080536	Palm Lake Estates #1 (both)	1.28	$202,072.00	$496,541.18	$698,613.18	$202,072.00	$421,791.43	$623,863.43
								Active Allocation Project Balance	$2,701,717.17
								Remaining Allocation Balance	$4,034,941.98
								Unassigned Remaining Allocation Balance	$1,333,224.81
3C1080220	M1080220	Delta West Subd.	0.76	$41,600.00	$313,968.53	$355,568.53	$41,600.00	$279,595.92	$321,195.92
3C1080727	M1080727	Tiejerina Estates -- Added Am. 5 (plans done in 1st call)	0.43	$111,307.45	$163,850.88	$275,158.33	$111,307.45	$163,637.09	$274,944.54
3C1080103	M1080103	Bernal Heights No. 1 -- Added Am. 5 (plans done in 2nd call)	0.16	$22,744.00	$62,921.52	$85,665.52	$22,744.00	$61,303.03	$84,047.03
3C1080230	M1080230	Dimas No. 3 -- Added Am. 5 (plans done in 2nd call)	0.43	$117,764.00	$177,785.13	$295,549.13	$117,764.00	$170,680.79	$288,444.79
3D1080536	M1080536	Palm Lake Estates #1 (both)	1.28	$57,227.00	$140,622.00	$197,849.00	$57,227.00	$140,622.00	$197,849.00
3C1080780	M1080780	Vereda Tropical	0.24	$25,660.00	$119,307.18	$144,967.18	$25,660.00	$107,305.89	$132,965.89
								Active Competitve Project Balance	$1,299,447.17
								Remaining Competitive Balance	$1,717,062.25
								Unassigned Remaining Competitive Balance	$417,615.08
3C1080215	M1080215	De Anda Subd. (comp. app.)	0.12	$12,600.00	$51,725.18	$64,325.18	$12,600.00	$45,466.79	$58,066.79
3C1080779	M1080779	Valley View Estates -- Added Am. 1	0.32	$8,368.00	$136,555.34	$144,923.34	$8,368.00	$125,603.25	$133,971.25
3C1080790	M1080790	Village Grove #2	0.26	$0.00	$42,407.91	$42,407.91	$0.00	$37,596.92	$37,596.92
3C1080348	M1080348	Jardin Terrace Subd. -- X per Am. 1, added Am. 6	0.30	$55,600.00	$142,044.99	$197,644.99	$55,600.00	$142,044.99	$197,644.99
								Allocation Projects to be Deleted	$427,279.95

Active Allocation Project Balance	$2,701,717.17
Unassigned Remaining Allocation Balance	$1,333,224.81
Active Competitve Balance	$1,299,447.17
Unassigned Remaining Competitive Balance	$417,615.08
BCAP 3rd -Call Remaining Balance	$5,752,004.23

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

30 July 2013

Mario Jorge, P.E., District Engineer, Pharr District
Attention: Carlos Peralez, P.E. Materials Engineer Supervisor
Judy Sanchez, Colonia Project Manager
Texas Department of Transportation
P.O. Box 1717
Pharr, TX 78577

Re: Requesting Deletion and Additions of Third Call Border Colonia Projects

Mr. Mario Jorge:

On August 6th 2013 Commissioner's Court approved the deletion and addition of 3rd Call Border Colonias Projects (BCAP). The County is now submitting this request to the Texas Department of Transportation for consideration.

Hidalgo County is requesting to delete the following 3rd Call BCAP projects:

Precinct 1:
- De Anda Subdivision (CSJ: 3C1080215)
- Valley View Subdivision (CSJ: 3C1080779)
- Village Grove Subdivision (CSJ: 3C1080790)

Precinct 3:
- Jardin Terrace Subdivision (CSJ: 3C1080348)

BCAP projects Valley View, Village Grove and Jardin Terrace are being deleted as they were reconstructed by either the county or municipalities. De Anda Subdivision is being deleted as the subdivision is land-locked and there are issues relating to the acquisition of (ROW) Right of Way.

The County is also requesting to add the following projects:

Precinct 1:
- Lorenzana Subdivision: (CSJ: 3C1080422)
- Heidelburg Subdivision: (CSJ: 3C1080314)

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

Precinct 3:

Blue Star Enterprises: (CSJ: 3C1080111)

Based on figures provided by your staff, spreadsheet dated 18th July 2013, the County has available balances to cover the cost of these additional projects.

If you require additional information, please let me know.

Cordially,

Agapito Vargas, Jr.
Director, Hidalgo County Colonias Access Program

Cc: Commissioner A.C. Cuellar, Hidalgo County Precinct 1
Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Commissioner Jose M. Flores, Hidalgo County Precinct 3
Commissioner Joseph Palacios, Hidalgo County Precinct 4
Valde Guerra, Commissioner's Court Executive Officer (email)
Raul Lozano, Chief Administrator, Precinct 1
Raul Silguero, Chief Administrator, Precinct 2
Norma Ceballos, Executive Assistant, Precinct 3
Marcos Lopez, Executive Assistant, Precinct 4
John Paul Lugo, BCAP County-Wide Coordinator
Ray Eufracio, CPA; Hidalgo County Auditor
Martha Salazar, Hidalgo County Purchaser

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
3-1312-431-00-121-215-0-312	DE ANDA SUBDIVISION-INDIRECT COST	.00	733.91	.00	.00	733.91	.00
3-1312-431-00-121-215-0-334	DE ANDA SUBDIVISION-ENG & ARCH SRV	.00	627.96	627.96	.00	.00	100.00
3-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	.00	1,235.07	1,235.07	.00	.00	100.00
3-1312-431-00-121-215-0-540	DE ANDA SUBDIVISION-ADVERTISING	.00	600.00	600.00	.00	.00	100.00
3-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	.00	34,216.00	.00	.00	34,216.00	.00
3-1312-431-00-121-215-0-733	DE ANDA SUBDIVISION-DRAINAGE DITCHES	.00	12,600.00	.00	.00	12,600.00	.00
215		**.00**	**50,012.94**	**2,463.03**	**.00**	**47,549.91**	**4.92**
3-1312-431-00-121-779-0-312	VALLEY VIEW ESTATES-INDIRECT COST	.00	438.82	.00	272.04	166.78	61.99
3-1312-431-00-121-779-0-334	VALLEY VIEW ESTATES-ENG & ARCH SERVICES	.00	2,320.47	2,320.47	.00	.00	100.00
3-1312-431-00-121-779-0-339	VALLEY VIEW ESTATES-OTHER PROFESSNL SRV	.00	3,107.70	3,107.70	.00	.00	100.00
3-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	.00	97,107.50	.00	.00	97,107.50	.00
3-1312-431-00-121-779-0-733	VALLEY VIEW ESTATES-DRAINAGE DITCHES	.00	8,368.00	.00	.00	8,368.00	.00
3-1312-431-00-121-779-0-899	VALLEY VIEW ESTATES-CONTINGENCY	.00	420.59	.00	.00	420.59	.00
779		**.00**	**111,763.08**	**5,428.17**	**272.04**	**106,062.87**	**5.10**
3-1312-431-00-121-790-0-312	VILLAGE GROVE #2-INDIRECT COST	.00	619.24	.00	383.87	235.37	61.99
3-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	.00	337.95	337.95	.00	.00	100.00
3-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	.00	720.88	.00	.00	720.88	.00
3-1312-431-00-121-790-0-540	VILLAGE GROVE #2-ADVERTISING	.00	600.00	.00	.00	600.00	.00
3-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	.00	20,419.00	.00	.00	20,419.00	.00
790		**.00**	**22,697.07**	**337.95**	**383.87**	**21,975.25**	**3.18**
3-1312-431-00-123-348-0-312	JARDIN TERRACE SUBDIVISION-INDIRECT COST	.00	4,120.00	.00	.00	4,120.00	.00
3-1312-431-00-123-348-0-334	JARDIN TERRACE SUBDIVISION-ENG & ARCH SR	.00	18,457.42	18,457.42	.00	.00	100.00
3-1312-431-00-123-348-0-339	JARDIN TERRACE SUBDIVISION-OTHER PROF SR	.00	5,872.82	5,872.82	.00	.00	100.00
3-1312-431-00-123-348-0-540	JARDIN TERRACE SUBDIVISION-ADVERTISING	.00	1,400.00	1,400.00	.00	.00	100.00
3-1312-431-00-123-348-0-731	JARDIN TERRACE SUBDIVISION-ROADS	.00	112,194.75	.00	.00	112,194.75	.00
3-1312-431-00-123-348-0-733	JARDIN TERRACE SUBDIVISION-DRAINGE DITCH	.00	31,740.50	.00	.00	31,740.50	.00
348		**.00**	**173,785.49**	**25,730.24**	**.00**	**148,055.25**	**14.81**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**358,258.58**	**33,959.39**	**655.91**	**323,643.28**	**9.66**
3 YEAR 2013		**.00**	**358,258.58**	**33,959.39**	**655.91**	**323,643.28**	**9.66**

AI-39908 **Precinct #1 16. A.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of Weslaco for the Mile 6 West project.

2. Acceptance and approval of the Interlocal Cooperation Agreement Project pursuant to the approval of the Interlocal Agreement as stated above.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1315-431-00-121-039-0-731

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

BUDGETARY IMPACT:

Refer to AI 39889.

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/26/2013 04:36 PM
Olga Garza	Olga Garza	08/01/2013 01:43 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Katia Garcia Started On: 07/25/2013 03:29 PM

Final Approval Date: 08/02/2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WESLACO, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the _____ day of _____, 2013, by and between the **CITY OF WESLACO, TEXAS,** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Weslaco is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, Mile 6 West (Westgate Drive) is an important and critical integral infrastructure connecting link corridor within Hidalgo County;

WHEREAS, Texas Department of Transportation ("TxDOT"), the Hidalgo County Metropolitan Planning Organization, City and County have identified the need to widen and reconstruct Mile 6 West (Westgate Drive) from an existing two-lane rural roadway to a four-lane facility (the "Road");

WHEREAS, TxDOT, City and County have allocated Federal, State and local funds to fully fund engineering, environmental, survey, the acquisition of right of way, adjustment of utilities and construction of the Road;

WHEREAS, the segment of the Road from Mile 9 to Mile 10 is within the current corporate limits of City, while segments north of Mile 10 are within the Extraterritorial Jurisdication (ETJ) of the City and within County jurisdiction;

WHEREAS, the Road serves as a connecting link and an integral part of the County road system and such Road improvements are in the best interest of the County and City;

WHEREAS, City and County 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, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County and City agree in cooperation with TxDOT it is in their mutual best interest to widen and reconstruct the Road from an existing two lane rural roadway to a four lane facility (the "Road Improvements").

2. County agrees to undertake the acquisition of right-of-way for the Road within the city limits and ETJ of City, including but not limited to, required title reports, title policies, appraisals, recording fees, closing costs, the cost of land and condemnation of rights-of-way which cannot be acquired by agreement of the landowner on a reimbursement basis.

3. City further agrees to reimburse County one-half of for any and all expenses not reimbursed directly to County by TxDOT for the Road reconstruction and improvements including but not limited to right-of-way acquisition, the cost of land, title policies, appraisals, recording fees, closing costs and any necessary legal services and any and all expenses incurred by County related to engineering design, surveying, environmental documentation and construction of the Road project.

4. County agrees to invoice City for all expenses incurred on City's behalf for the Project for work performed except for those expenses paid directly by TxDOT to County on City's behalf, and City agrees to make such payments to County within thirty (30) days of receipt of invoices.

5. City further agrees to at its sole cost and expense to incur all costs associated with utility design, construction costs for utility relocation of City owned utilities and all related items. Applicable cost for non-City owned utilities will be will be shared between City and County pursuant to numbered paragraph 3 hereof .

6. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Project as described herein.

7. 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.

8. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is

any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

9. **No Waiver**. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **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 City and County, and not otherwise.

11. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	City of Weslaco Attention: City Manager 225 S. Kansas Weslaco, Texas 78596
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner A.C. Cuellar, Jr. Precinct No.1 1912 Joe Stephens Avenue Weslaco, Texas 78596

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.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **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.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

19. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURE PAGE WILL FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF WESLACO

_____
Miguel Wise, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., 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 to desire to widen and reconstruct Westgate Drive between Mile 9 and Mile 11 road through an Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

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

AI-40017 **Precinct #2** **17. A.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition honoring PSJA ISD for continued partnership for Operation Lone Star

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/02/2013 11:21 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Monica Badillo Started On: 08/02/2013 09:57 AM

Final Approval Date: 08/02/2013

AI-39872 **Precinct #2 17. B.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Commissioner Hector Palacios Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of interlocal agreement between the City of San Juan and the County of Hidalgo, Tx to reconstruct Eldora and Sgt Treviño roads.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project to assist the City of San Juan in the reconstruction of Eldora and Sgt Treviño Roads.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-091-0-841

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

BUDGETARY IMPACT:

Funding pending approval of AI# 39875 & 39877 CC 8/6/13.

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	08/02/2013 09:48 AM
Budget & Management	Obdett Calzada	08/02/2013 11:20 AM
Obdett Calzada	Obdett Calzada	08/02/2013 03:26 PM
Auditor's Office	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Erika Zamora Started On: 07/24/2013 02:11 PM

Final Approval Date: 08/02/2013

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2013, by and among the **CITY OF SAN JUAN, TEXAS,** hereinafter referred to as "San Juan" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, San Juan, and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, San Juan and County desire to reconstruct Eldora Road from Raul Longoria east to Retama Street and Sargeant Trevino Road from Raul Longoria Road east to San Cristobal Street (collectively the "Road");

WHEREAS, County has determined that County will receive benefit from the future improvement to the Road; and

WHEREAS, San Juan and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the city limits of San Juan with San Juan's consent.

NOW THEREFORE, San Juan and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. San Juan at it sole cost and expense shall provide all engineering services necessary or required for reconstruction of the Road provide oversight of the reconstruction of the Road.

2. County, through Precinct No. 2 shall procure a third party contractor for the reconstruction of the Road.

3. San Juan shall pay County against invoice within fourteen (14) days after Hidalgo County awards the bid to a contractor for the construction of the Road by the County an amount equal to the sum of such awarded bid less the sum of Five Hundred Thousand Dollars ($500,000.00) contributed by the County under this numbered paragraph 3. Notwithstanding the previous sentence, San Juan shall be responsible for any and all costs of the reconstruction of the Road in excess of County's monetary contribution specified herein (the "Excess Costs") and San Juan shall pay County within seven (7) days against invoice for such Excess Costs, if any.

4. The County agrees it is in its best interest to provide such assistance to San Juan as described herein, as such Road serves as a connecting link and integral part of the County road system.

5. The parties agree that County will be released of any and all duties imposed by this Agreement, following payment by County of the sum specified in numbered paragraph 3 herein.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services under this Agreement performed by each party.

7. San Juan shall be responsible for the maintenance of the Road following reconstruction.

8. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **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 San Juan and County, and not otherwise.

11. **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.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to San Juan:	City of San Juan Attention: San Juanita Sanchez 709 S. Nebraska Avenue San Juan, Texas 78589
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, Texas 78539
With copy to:	Commissioner, Precinct No. 2 Attention: Hector Palacios, Commissioner 300 West Hall Acres, Suite G Pharr, Texas 78577

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.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **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.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute.** The execution and performance of this Agreement by San Juan, San Juan and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of San Juan and County in accordance with its terms.

19. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

CITY OF SAN JUAN

By: _____
San Juanita Sanchez, Mayor

ATTEST:

_____
Humberto "Bobby" Rodriguez, City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., 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 to reconstruct a part of Eldora Road and Sargent Trevino Road (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the City of San Juan, Texas, and Hidalgo County.

By vote on_____ 2013, the Hidalgo County Commissioners Court has approved the Road 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

AI-39942 **Precinct #2 17. C.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Authorization to accept Right of Way Donation Deed from Jose E. Becerra for Border Road Project.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

ROW donation deed

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 03:52 PM
Manuel Chapa	Manuel Chapa	08/01/2013 08:53 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Angela Garcia Started On: 07/29/2013 03:18 PM

Final Approval Date: 08/02/2013

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2013-2393931

As

Recorded On: March 20, 2013 **Recording**

Parties: **Billable Pages: 5**

To **Number of Pages: 6**

Comment: DONATION DEED

**** Examined and Charged as Follows: ****

Recording	32.00
Total Recording:	**32.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-2393931
Receipt Number: 1344814
Recorded Date/Time: March 20, 2013 03:47P

User / Station: I Hidalgo - Cash Station 04

Record and Return To:

HIDALGO COUNTY ROW DEPT.
2802 S. BUS 281
EDINBURG TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

DONATION DEED 2393931
Border Road Project
Parcel # 3

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, I, **Jose Esparza Becerra, aka Jose Zaragosa Becerra, aka Jose Z. Becerra,** of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Dollars ($1.00) to Grantors in hand paid by the County of Hidalgo ,acting by and through the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo 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", which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 18th day of March, 2013.

Jose Esparza Becerra, aka Jose Zaragosa Becerra,
Aka Jose Z. Becerra

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared **Jose Esparza Becerra, aka Jose Zaragosa Becerra, aka Jose Z. Becerra**, known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of March, 2013.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

County: Hidalgo

Eng11.107
November 6, 2012

Road: BORDER ROAD

Project Limits: from El Gato Road to 2640 feet North of Moore Road

FIELD NOTES FOR PARCEL-3

Being a 1.49-acre tract of land out of the East 21.46-acres (21.64 acres recorded) of Lot Fifteen (15), Block Thirty-Four (34), Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 21.46-acres of land is vested to Concepcion Becerra, aka Maria Concepcion Becerra, Jose Esparza Becerra, aka Jose Zargosa Becerra, aka Jose Z. Becerra from Jose Zaragosa Becerra, Jr., and Josefina Becerra, jointly, by virtue of a Warranty Deed dated October 28, 1994, recorded in Document No. 419789, Official Records of Hidalgo County, Texas, General Power of Attorney dated February 23, 1989, recorded in Volume 2717, Page 893, Official Records of Hidalgo County, Texas, and by General Warranty Deed Reserving Life Estate in Grantor dated April 28, 2005, recorded in Document No. 1607582, Official Records of Hidalgo County, Texas. Said 1.49-acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle set at the Southeast corner of Lot 15, Block 34, Alamo Land and Sugar Company Subdivision; Thence, North 08 degrees 43 minutes 09 seconds East, with the East line of Lot 15, Block 34, Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a cotton picker spindle set at the North Right of Way line of Moore Road for the Southeast corner of this tract of land and the **POINT OF BEGINNING**;

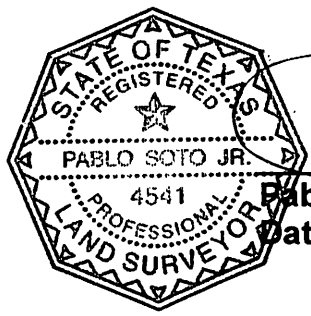
THENCE, North 81 degrees 23 minutes 07 seconds West, with the North Right of Way line of said Moore Road, a distance of 50.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southwest corner of this tract of land;

THENCE, North 08 degrees 42 minutes 02 seconds East, a distance of 1298.55 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the North line of said Lot 15, Block 34 for the Northwest corner of this tract of land;

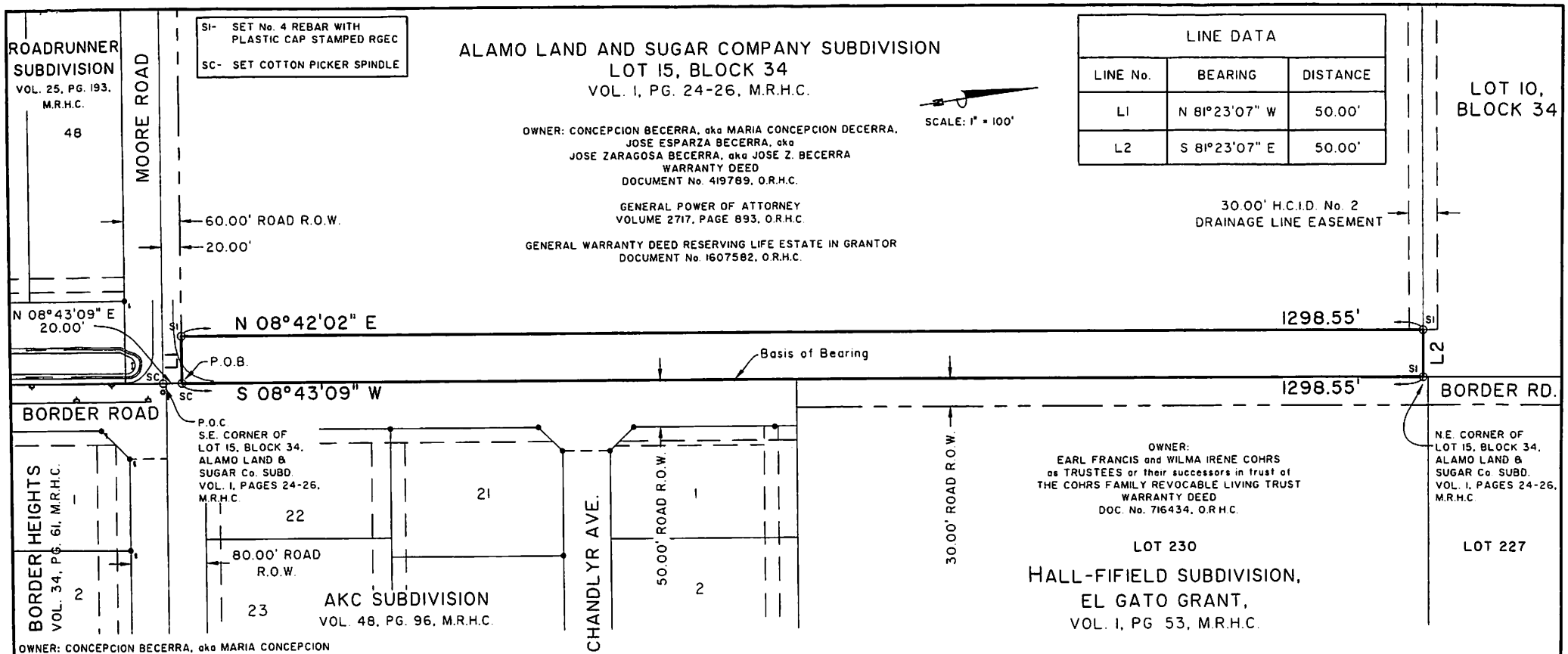
THENCE, South 81 degrees 23 minutes 07 seconds East, with the North line of said Lot 15, Block 34, a distance of 50.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land;

THENCE, South 08 degrees 43 minutes 09 seconds West, with the East line of said Lot 15, Block 34, a distance of 1298.55 feet to the **POINT OF BEGINNING** and containing a **Proposed Net Taking of** 1.49-acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 11/13/12



OWNER: CONCEPCION BECERRA, aka MARIA CONCEPCION BECERRA, JOSE ESPARZA BECERRA, aka JOSE ZARAGOSA BECERRA, aka JOSE Z. BECERRA BY VIRTUE OF A WARRANTY DEED DATED OCT. 28, 1994, RECORDED IN DOCUMENT No. 419789, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

GENERAL POWER OF ATTORNEY DATED FEB. 23, 1989, RECORDED IN VOLUME 2717, PAGE 893, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

GENERAL WARRANTY DEED RESERVING LIFE ESTATE IN GRANTOR DATED APRIL 28, 2005, RECORDED IN DOCUMENT No. 1607582, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS

DESCRIPTION: THE EAST 21.46 ACRES (21.64 ACRES RECORDED) OF LOT FIFTEEN (15), BLOCK THIRTY-FOUR (34), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, M.R.H.C.

Total Acreage: 21.46 AC (21.64 AC REC.)
To Be Acquired: 1.49 AC
Proposed Net Taking: 1.49 AC
Remainder: 19.97 AC

Document: _____

SURVEY PLAT OF (PARCEL-3) BEING A 1.49-ACRE TRACT OF LAND OUT OF THE EAST 21.46-ACRES (21.64-ACRES RECORDED) OF LOT FIFTEEN (15), BLOCK THIRTY-FOUR (34), ALAMO LAND AND SUGAR COMPANY SUBDIVISION HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, M.R.H.C.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, Jr. R.P.L.S. No. 4541
Date: 11/13/12

THE UNDERGROUND HEREBY CERTIFIES THAT THIS SURVEY, AS DESCRIBED HEREON, WAS MADE ON THE GROUND AND THAT THE ONLY IMPROVEMENTS ARE AS SHOWN AND THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARANENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.
"THIS SURVEY SUBSTANTIALLY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.

Job No.: ENGII.107	Drawn By: RG
Date: NOV. 6, 2012	PAGE 3 OF 3

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE · PHARR, TEXAS 78577
(TEL) 956 782-2557 · (FAX) 956 782-2558
ENGINEERING FIRM No. 486 · SURVEYING FIRM No. 101650-00

AI-39940 **Precinct #2 17. D.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Authorization to accept Right of Way Donation Deed from Carlos Salazar for Border Road Project.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

ROW donation deed

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 03:51 PM
Manuel Chapa	Manuel Chapa	08/01/2013 08:52 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Angela Garcia Started On: 07/29/2013 03:15 PM

Final Approval Date: 08/02/2013

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2013-2393929
As
Recorded On: March 20, 2013 **Recording**

Parties:

To

Billable Pages: 5

Number of Pages: 6

Comment: DONATION DEED

**** Examined and Charged as Follows: ****

Recording	32.00
Total Recording:	**32.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-2393929
Receipt Number: 1344814
Recorded Date/Time: March 20, 2013 03:47P

User / Station: I Hidalgo - Cash Station 04

Record and Return To:

HIDALGO COUNTY ROW DEPT.
2802 S. BUS 281
EDINBURG TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

2393929

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

DONATION DEED
Border Road Project
Parcel # 4

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, I, **Carlos Salazar Construction and Development Corporation,** of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Dollars ($1.00) to Grantors in hand paid by the County of Hidalgo ,acting by and through the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo 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", which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 20th day of March, 2013.

Carlos Salazar Construction
Ands Development Corporation

Carlos Salazar

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Carlos Salazar, known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of March, 2013.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

County: Hidalgo

Eng11.107
October 30, 2012

Road: BORDER ROAD

Project Limits: From El Gato Road to 2640 feet North of Moore Road

FIELD NOTES FOR PARCEL-4

Being a 2.37-acre tract of land out of the East 95.00 feet of Roadrunner Subdivision, Hidalgo County, Texas, as per map recorded in Volume 25, Page 193, Map Records of Hidalgo County, Texas. Said East 95.00 feet of Roadrunner Subdivision is vested to Carlos Salazar Construction and Development Corporation from Francisco Martinez, Jr., and wife Carmen T. Martinez, Arturo Martinez and wife Teresa Martinez, and Adolfo Martinez and wife Berta Martinez by virtue of a Warranty Deed with Vendor's Lien, dated February 1, 1989, recorded in Volume 2714, Page 601, Official Records of Hidalgo County, Texas. Said 2.37-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set (with a plastic cap stamped RGEC) at the Southeast corner of Roadrunner Subdivision; Thence, North 08 degrees 43 minutes 09 seconds East, with the East line of Roadrunner Subdivision, a distance of 95.77 feet (95.00 feet recorded) to a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northeast corner of Parcel "P" Drainage Ditch Right of Way Hidalgo County Drainage District No. One for the Southeast corner of this tract of land and the **POINT OF BEGINNING**;

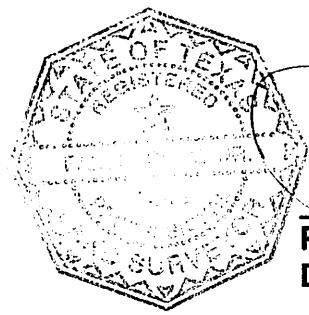
THENCE, North 81 degrees 23 minutes 07 seconds West, with the North line of said Parcel "P", a distance of 87.08 feet (95.00 feet recorded) to a No. 4 rebar set (with a plastic cap stamped RGEC) at the Southwest corner of Lot 37, Roadrunner Subdivision for the Southwest corner for the Southwest corner of this tract of land;

THENCE, North 08 degrees 42 minutes 02 seconds East, with the East line of Lots 37 through Lot 48, Roadrunner Subdivision, a distance of 1185.00 feet to a No. 4 rebar found at the Northeast corner of said Lot 48 and the South Right of Way line of Moore Road for the Northwest corner of this tract of land;

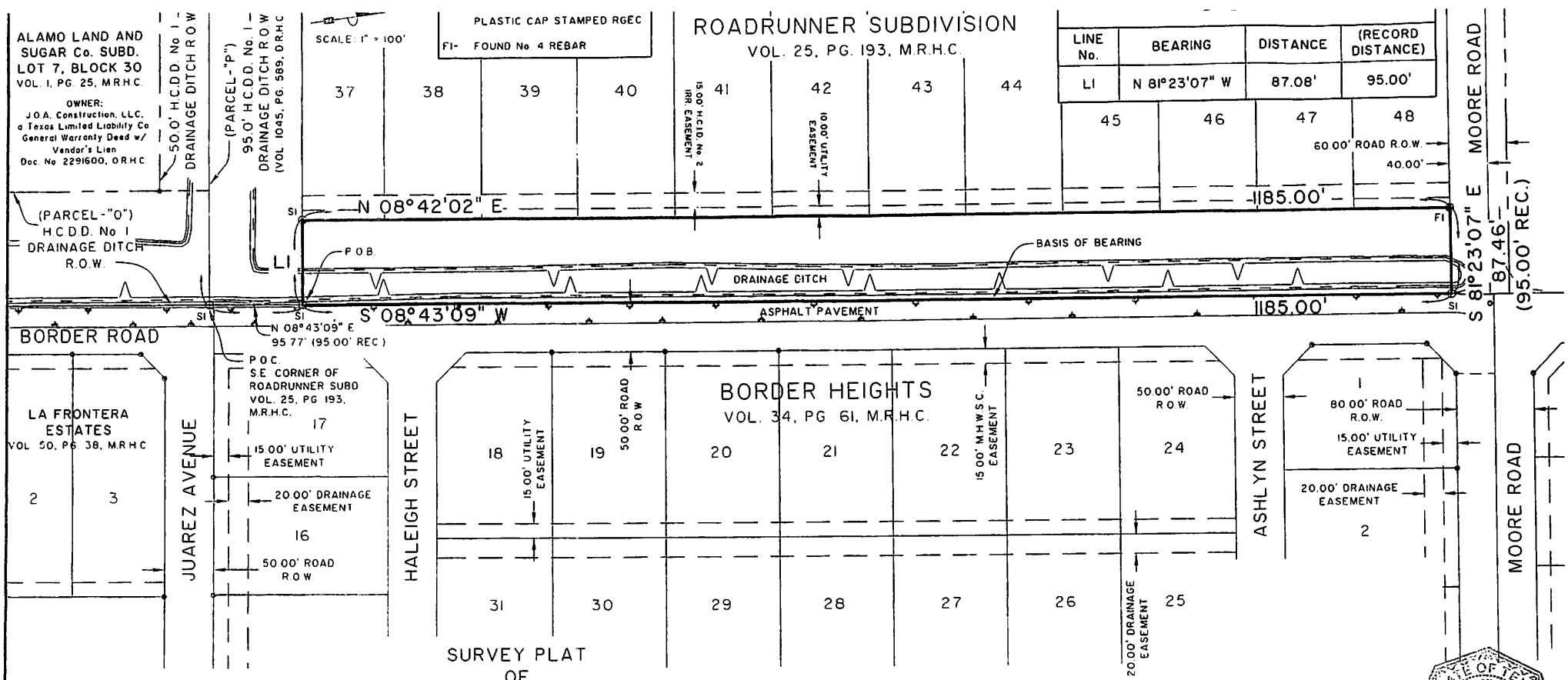
THENCE, South 81 degrees 23 minutes 07 seconds East, with the South Right of Way line of said Moore Road, a distance of 87.46 feet (95.00 feet recorded) to a No. 4 rebar set (with a plastic cap stamped RGEC) at the Southwest intersection of Moore Road and Border Road and the Northeast corner of said Roadrunner Subdivision for the Northeast corner of this tract of land;

THENCE, South 08 degrees 43 minutes 09 seconds West, with the West Right of Way line of said Border Road and the East line of said Roadrunner Subdivision, a distance of 1185.00 feet to the **POINT OF BEGINNING** and containing a **Proposed Net taking** of 2.37-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 10/30/12



SURVEY PLAT OF (PARCEL-4)

BEING A 2.37-ACRE TRACT OF LAND OUT OF THE EAST 95.00 FEET OF ROADRUNNER SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 25, PAGE 193, M.R.H.C.

OWNER: CARLOS SALAZAR CONSTRUCTION AND DEVELOPMENT CORPORATION BY VIRTUE OF A WARRANTY DEED WITH VENDOR'S LIEN, DATED FEBRUARY 1, 1989, RECORDED IN VOLUME 2714, PAGE 601, O.R.H.C.

DESCRIPTION: THE EAST 95 FEET OF ROADRUNNER SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 25, PAGE 193, M.R.H.C.

Total Acreage:
To Be Acquired:
Existing Road ROW:
Proposed Net Taking:
Remainder:

Document: _____

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements are as shown and that there are no visible encroachments, visible overlapping, apparanent conflicts, or visible easements, except as shown hereon. "This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, Jr. R.P.L.S. No. 4541

Date: 10/30/12

Job No.:	ENGI1107	Drawn By:	RG
Date:	OCT. 29, 2012	PAGE 3 OF 3	

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE PHARR, TEXAS 78577
(TEL) 956 782 2557 (FAX) 956 782-2558
ENGINEERING FIRM No. 486 SURVEYING FIRM No. 101650

AI-39939 **Precinct #2 17. E.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Authorization to accept Right of Way Donation Deed from Josephine Becerra for Border Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 03:51 PM
Olga Garza	Olga Garza	07/31/2013 04:31 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Angela Garcia Started On: 07/29/2013 03:08 PM

Final Approval Date: 08/02/2013

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2013-2393930

As

Recorded On: March 20, 2013 **Recording**

Parties:

To

Billable Pages: 5

Number of Pages: 6

Comment: DONATION DEED

**** Examined and Charged as Follows: ****

Recording	32.00
Total Recording:	**32.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-2393930

Receipt Number: 1344814

Recorded Date/Time: March 20, 2013 03:47P

User / Station: I Hidalgo - Cash Station 04

Record and Return To:

HIDALGO COUNTY ROW DEPT.
2802 S. BUS 281
EDINBURG TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

2393930

DONATION DEED
Border Road Project
Parcel # 6

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, I, **Josephine Becerra,** of the County of Hidalgo, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of One Dollars ($1.00) to Grantor in hand paid by the County of Hidalgo ,acting by and through the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo 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", which is attached hereto and incorporated herein for any and all purposes.

Grantor reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantor does hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 18th day of March, 2013.

Josephine Becerra,

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared **Josephine Becerra,** known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of March, 2013.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

County: Hidalgo

Eng11.107
February 25, 2013

Road: BORDER ROAD

Project Limits: from El Gato Road to 2640 feet North of Moore Road

FIELD NOTES FOR PARCEL-6

Being a 1.26-acre tract of land out of 17.56 acres out of Lot Ten (10), Block Thirty-Four (34), Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records Hidalgo County, Texas. Said 17.56-acres of land being vested to Josephine Becerra and Josephine Cortez, (both single) from Jose E. Becerra and Concepcion Becerra, (aka) Dorothy Becerra, (husband and wife) by virtue of a Warranty Deed, dated January 30, 1992, recorded in Volume 3203, Page 512, Official Records of Hidalgo County, Texas. Said 1.26-acre of land being more particularly described by metes and bounds as follows;

Beginning at a cotton picker spindle set at the Southeast corner of Lot 10, Block 34, Alamo Land and Sugar Company Subdivision and the Southeast corner of 17.56 acres of land (as recorded in Volume 3203, Page 512, O.R.H.C.) for the Southeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, North 81 degrees 23 minutes 07 seconds West, with the South line of said Lot 10, Block 34, a distance of 50.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southwest corner of this tract of land;

THENCE, North 08 degrees 42 minutes 02 seconds East, parallel to the East line of said Lot 10, Block 34, a distance of 898.55 feet (Deed calls 900.00 feet) to a No. 4 rebar found at the South line of a 4.20 acre tract of land (vested to AEP Texas Central Company as per General Warranty Deed recorded in Document No. 1800039, O.R.H.C.) for the most Southerly Northwest corner of this tract of land;

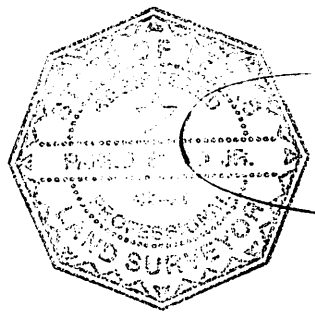
THENCE, South 81 degrees 23 minutes 07 seconds East, with the South line of said 4.20 acre tract of land, a distance of 25.00 feet to a No. 4 set (with a plastic cap stamped RGEC) at the Southeast corner of said 4.20 acre tract of land for an interior corner of this tract of land;

THENCE, North 08 degrees 42 minutes 02 seconds East, with the West line of said 4.20 acre tract of land, a distance of 400.00 feet to No. 4 rebar found at the South Right of Way line of Ridge Road for the most Northerly Northwest corner of this tract of land;

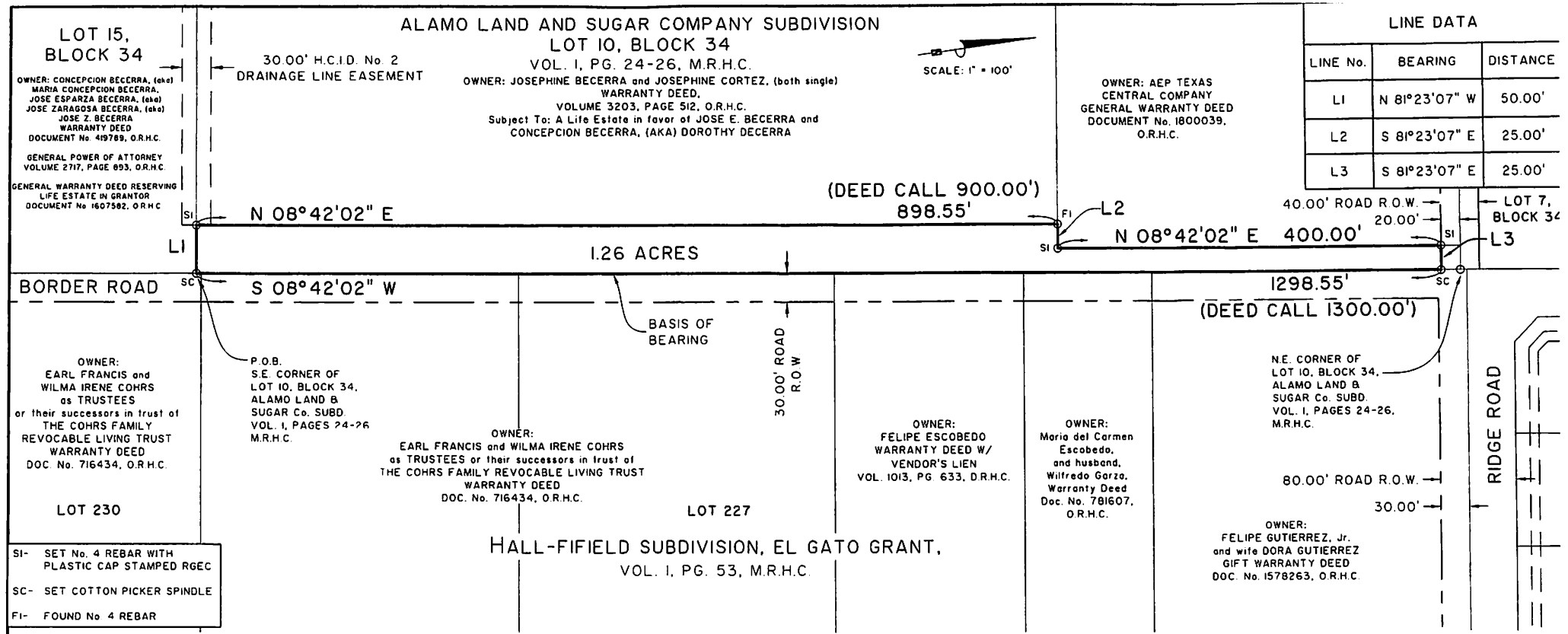
THENCE, South 81 degrees 23 minutes 07 seconds East, with the South Right of Way line of said Ridge Road, a distance of 25.00 feet to a cotton picker spindle set at East line of said Lot 10, Block 34 for the Northeast corner of this tract of land;

THENCE, South 08 degrees 42 minutes 02 seconds West, with the East line of said Lot 10, Block 34, a distance of 1298.55 feet (Deed call 1300.00 feet) to the **POINT OF BEGINNING** and containing a **Proposed Net Taking of 1.26 acres** of land, more or less;

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 2/28/13



OWNER: JOSEPHINE BECERRA and JOSEPHINE CORTEZ, (both single) BY VIRTUE OF A WARRANTY DEED, DATED JANUARY 30, 1992, RECORDED IN VOLUME 3203, PAGE 512, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

SUBJECT TO: A LIFE ESTATE in favor of JOSE E. BECERRA and CONCEPCION BECERRA, (aka) DOROTHY BECERRA

DESCRIPTION: A 21.76 ACRE TRACT OF LAND OUT OF THE EAST HALF OF LOT 10, BLOCK 34, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, M.R.H.C.

SAVE AND EXCEPT: A 4.20 ACRE TRACT OF LAND VESTED TO AEP TEXAS CENTRAL COMPANY, BY VIRTUE OF A GENERAL WARRANTY DEED, RECORDED IN DOCUMENT No. 1800039, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

Total Acreage: 17.56 AC
To Be Acquired: 1.26 AC
Proposed Net Taking: 1.26 AC
Remainder: 16.30 AC

Document: _____

SURVEY PLAT OF (PARCEL-6) BEING A 1.26-ACRE TRACT OF LAND OUT OF 17.56 ACRES OUT OF LOT TEN (10), BLOCK THIRTY-FOUR (34), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, M.R.H.C.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
LICENSED
LAND SURVEYOR

THE UNDERGROUND HEREBY CERTIFIES THAT THIS SURVEY, AS DESCRIBED HEREON, WAS MADE ON THE GROUND AND THAT THE ONLY IMPROVEMENTS ARE AS SHOWN AND THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARANENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.
"THIS SURVEY SUBSTANTIALLY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.

PABLO SOTO, Jr. - R.P.L.S. No. 4541
Date: 2/28/13

Job No.: ENGII.107	Drawn By: RG
Date: FEB. 25, 2013	PAGE 3 OF 3

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-0

AI-40018 **Precinct #3** **18. A.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition honoring La Joya ISD for continued partnership for Operation Lone Star

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/02/2013 11:21 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Monica Badillo Started On: 08/02/2013 09:58 AM

Final Approval Date: 08/02/2013

AI-39927 **Precinct #3 18. B.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Discussion and approval of Interlocal Cooperation Agreement between the Sharyland Independent School District and the County of Hidalgo.
2. Approval of ICA project in accordance with Texas Government Code 791.014 - to construct Diamond Back Drive Rd.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Funding available as of 8-2-13 $65,753.36

From Interlocal - reference
4. County shall use its equipment and labor to construct the Road in accordance with the engineering plans furnished by District in accordance with County standards and requirements.
7. County shall be responsible for the maintenance of the Road following construction.

1. District at it sole cost and expense shall provide all engineering services necessary or required for construction of the Road.
2. District will provide at District's sole cost and expense all caliche and asphalt required when needed by County to construct the Road.
3. District shall pay County against invoice within seven (7) days for the cost of the striping of the Road. Notwithstanding the previous sentence, District shall be responsible for any and all costs of the construction of the Road other than of County's responsibilities provided in numbered paragraph 4 hereto.

Attachments

Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/26/2013 04:37 PM
Manuel Chapa	Manuel Chapa	08/02/2013 02:43 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM
Form Started By: Norma Ceballos		Started On: 07/26/2013 04:09 PM

Final Approval Date: 08/02/2013

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE SHARYLAND INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2013, by and among the **SHARYLAND INDEPENDENT SCHOOL DISTRICT,** hereinafter referred to as "DISTRICT" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is an independent school district located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, District is constructing a new high school within the County;

WHEREAS, County pursuant to its constitutional authority, is responsible for maintenance and improvements of certain public roadways within its respective boundaries;

WHEREAS, District and County desire to construct Diamond Back Drive from Glassscock Road to Shary Road as more particularly described in Exhibit A attached hereto (the "Road");

WHEREAS, County has determined that County will receive benefit from the construction of the Road; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act and pursuant to the County Road and Bridge Act which authorizes counties to construct roadways within the rural areas of the County.

NOW THEREFORE, District and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District at it sole cost and expense shall provide all engineering services necessary or required for construction of the Road.

2. District will provide at District's sole cost and expense all caliche and asphalt

required when needed by County to construct the Road.

3. District shall pay County against invoice within seven (7) days for the cost of the striping of the Road. Notwithstanding the previous sentence, District shall be responsible for any and all costs of the construction of the Road other than of County's responsibilities provided in numbered paragraph 4 hereto.

4. County shall use its equipment and labor to construct the Road in accordance with the engineering plans furnished by District in accordance with County standards and requirements.

5. The County agrees it is in its best interest to provide such assistance to District as described herein, as such Road serves as a connecting link and integral part of the County road system.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services under this Agreement performed by each party.

7. County shall be responsible for the maintenance of the Road following construction.

8. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **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 District and County, and not otherwise.

11. **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.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	Sharyland Independent School District Attention: Superintendent 1106 N. Shary Road Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, Texas 78539
With copy to:	Commissioner, Precinct No. 3 Attention: Joe Flores, Commissioner 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.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **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.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are

solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

19. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

SHARYLAND INDPENDENT SCHOOL DISTRICT

By: _____
Fernando Ramirez, President, Board of Trustees

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

SHARYLAND INDPENDENT SCHOOL DISTRICT

By: _____
Fernando Ramirez, President, Board of Trustees

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., 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 to construct Diamond Back Drive (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the Sharyland Independent School District, and Hidalgo County.

By vote on_____ 2013, the Hidalgo County Commissioners Court has approved the Road 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

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 to construct Diamond Back Drive (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the Sharyland Independent School District, and Hidalgo County.

By vote on_____ 2013, the Hidalgo County Commissioners Court has approved the Road project identified above.

_____
By: Ramon Garcia, County Judge

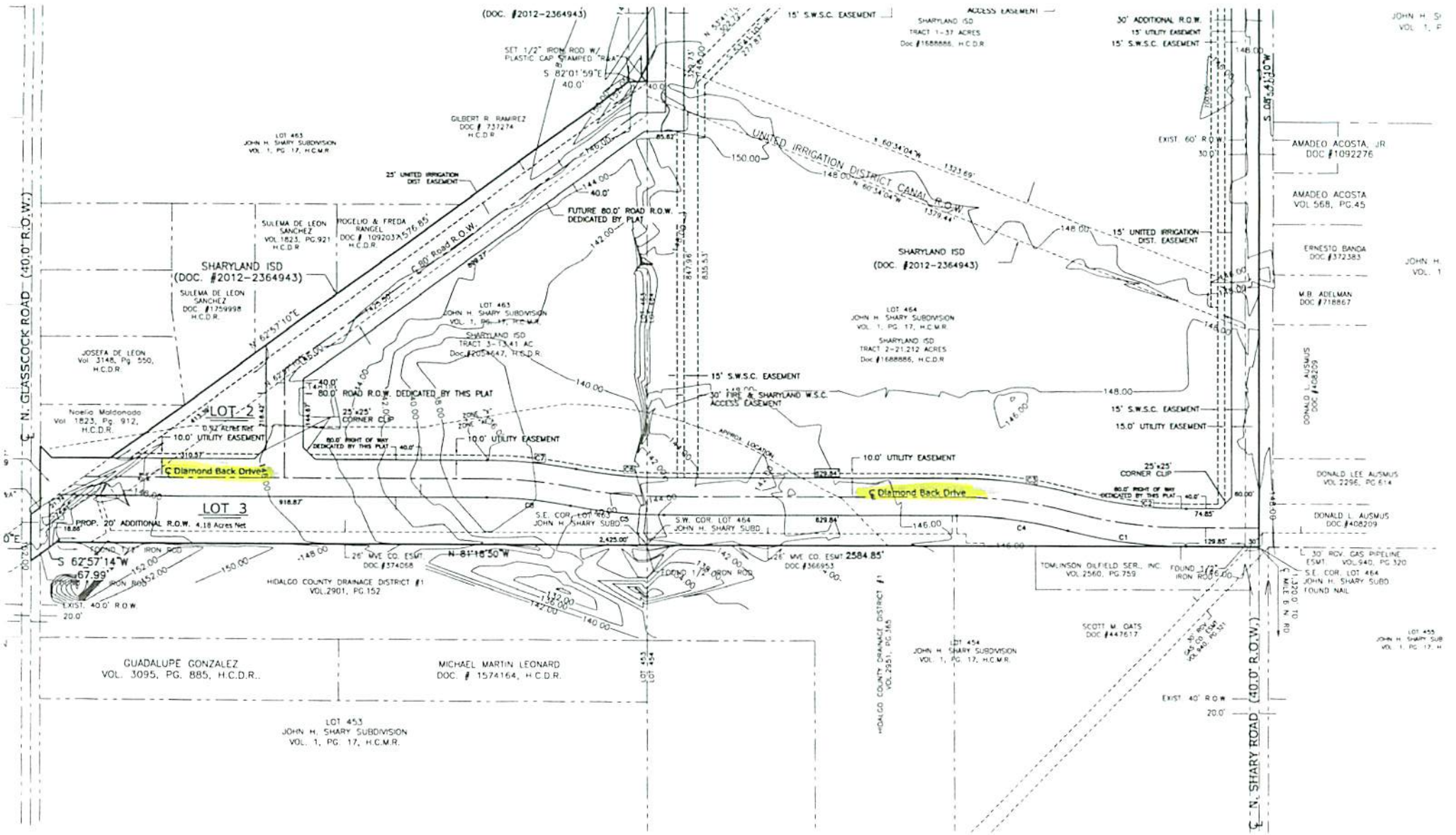
ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain



NGTH	RADIUS	TAN	CHORD	CH. BEAR.	DELTA
54'	1000.00'	129.49'	256.83'	S 73-56-9 E	14-45-22
09'	940.00'	121.72'	241.42'	S 73-56-9 E	14-45-22
54'	1000.00'	129.49'	256.83'	N 73-56-9 W	14-45-22
09'	940.00'	121.72'	241.42'	N 73-56-9 W	14-45-22
44	1060.00'	101.53'	202.13'	S 75-50-33 E	10-56-33
98'	1000.00'	95.78'	190.69	N 73-50-33 E	10-56-33

PLAT OF SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION

EXHIBIT A

tabbies

AI-39906 **Budget and Management 19. A. 1.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Dina Trevino **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 County & District Court Technology (1255):
Approval of 2013 appropriation of funds in the amount of $43,130.18 to fund the purchase of storage server equipment for the storage of E-file documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1255-412-00-200-010-0-745

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $43,130.18 for the purchase of server equipment for the storage of E-file documents for the CCLs & DCs. Expenditure is in compliance with CCP Article 102.0169(d)2.

Funds available in the unreserved f/b as of 7-29-13. Account # was provided by Becky Luna from Auditor's Office.

Attachments

Co. District Court appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	07/31/2013 10:39 AM
Budget & Management	Obdett Calzada	07/31/2013 04:02 PM
Manuel Chapa	Manuel Chapa	08/01/2013 09:08 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Ivan Cantu Started On: 07/25/2013 02:54 PM

Final Approval Date: 08/02/2013

DATE: August 6, 2013

2013
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Co. & District Court Tech Fund

ACCOUNT NUMBER: 3-1255-412-00-200-010-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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
3-1255-412-00-200-010-0- 745	Co. & District Court Tech-	Computer Equipment	43,130.18
		TOTAL BUDGET INCREASE (DECREASE)	**43,130.18**

REASON: Appropriation of funds to fund the purchase of server equipment for the storage of E-file documents.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-40006 **Purchasing Department 20. A. 1.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Comm. Joseph Palacios, Pct. #4 **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of invoice(s) pending payment in the amount of $37,075.77 (due to short-pays by Auditor as items contained cannot be verified against ICA) to the City of Edinburg in connection with services rendered for Linn/San Manuel Fire Call Services through an Inter-local Cooperation Agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The payment or funding source for these expenditures are coming from a F/Y 2012 account as per Auditor's Office.

Attachments

AI#40006-BACK-UP

Linn San Manuel Invoices

Discrepancy Letter-Auditor

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/02/2013 03:10 PM
Budget & Management	Obdett Calzada	08/02/2013 03:17 PM
Olga Garza	Olga Garza	08/02/2013 04:54 PM
Auditor's Office	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Marty Salazar Started On: 08/01/2013 11:55 AM

Final Approval Date: 08/02/2013

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF EDINBURG AND HIDALGO COUNTY, TEXAS

This First Amendment to the Interlocal Cooperation Agreement is made by and between the City of Edinburg (the "City") and Hidalgo County, Texas ("County"), effective the 08 day of Oct. 2012 as follows:

WHEREAS, the City and County executed that certain Interlocal Agreement on October 4, 2011 (the "Agreement") wherein City agreed to provide emergency fire response based services to the geographically assigned Rural Response District;

WHEREAS, County has suspended payment to the Linn-San Manuel Volunteer Fire Department to the Linn-San Manuel Area;

WHEREAS, County desires City's fire department to serve as first responder to the Linn-San Manuel area a description of such area attached to this First Amendment as Exhibit B-1 (the "Area")

WHEREAS, City agrees to provide equipment and full time fire fighting personnel to the Area for emergency fire response services;

NOW THEREFORE for the consideration of the terms and agreements herein and other good and valuable consideration the receipt of which is hereby acknowledged the parties hereto agree as follows:

1. The following shall be inserted as a new section 3.9.1 to the Agreement:

> 3.9.1. First Responder. (a) In addition to City's responsibilities elsewhere in this Agreement City shall maintain fire fighting vehicle(s) (the "Vehicles") in the Area as a first responder at all times during the term of this Agreement. In addition, to providing vehicles, City shall provide certified fire fighting personnel as first responders (the "Personnel") for calls in the Area.
>
> (b) The terms of the First Amendment to the Agreement shall commence on the date of execution hereof and the termination date shall be the termination date of the Agreement.

2. County shall compensate City for the Vehicles and the Personnel against invoice specifying the hours associated with the Personnel and Vehicles

assigned to the Area in accordance with the amounts specified in Exhibit C attached hereto and incorporated herein.

3. County may terminate the provisions of this First Amendment to the Agreement without cause on seventy two hours notice to City without terminating the other provisions of the Agreement.

4. Exhibit B-1 to this First Amendment shall be inserted as Exhibit B-1 to the Agreement.

5. Exhibit C to this First Amendment shall be inserted as Exhibit C to the Agreement.

6. Except as modified herein, all terms and conditions of the Agreement, as modified, remain in full force and effect and the County and City ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and this ____ day of _____, 2012.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/1/12

ATTEST:

By: _____
Arturo Guajardo, County Clerk

CITY OF EDINBURG, TEXAS

By: _____
Its: 10/17/12

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

ATTEST:

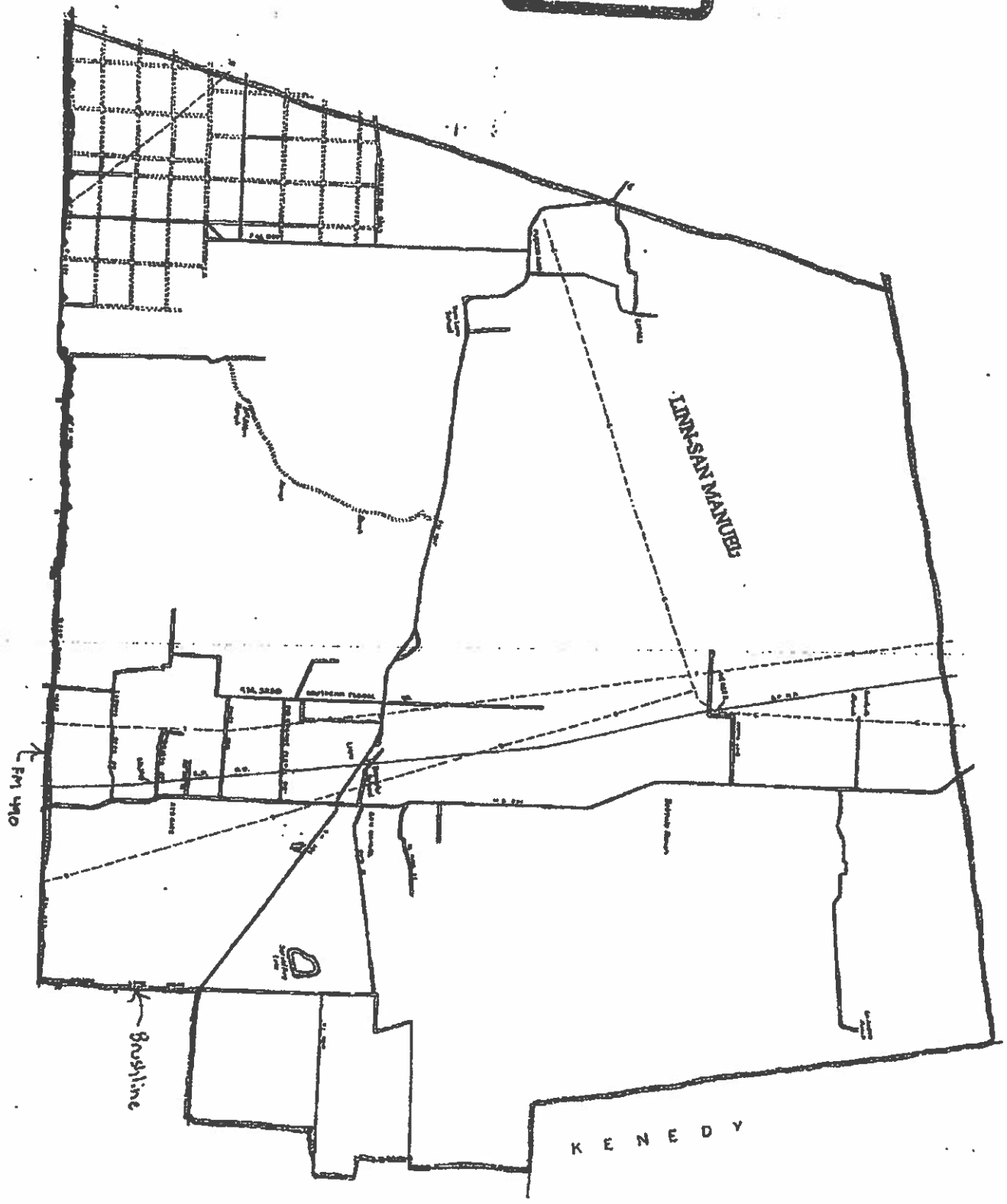
_____
Myra L. Ayala Garza, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:
Gonzalez Palacios LLP
Attorneys at Law

_____
City Attorney

EXHIBIT
B-1



Zimbra **martha.salazar@co.hidalgo.tx.us**

FW: Detailed Attachment.xls

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Aug 07, 2012 02:39 PM
Subject : FW: Detailed Attachment.xls
To : 'flor salazar' <f.salazar@superioralarms.com>
Cc : 'Matilde Faz' <matilde.faz@co.hidalgo.tx.us>, 'Darlene Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Oscar Garza' <oscarg.garza@co.hidalgo.tx.us>

Ms. Flor:
We have the clarification response. So I think our best plan is to get your legal counsel's contact information so as to get both legal counsel's to attempt to iron out these differences on your agreement. I will await your information.
Thanks,
Marty

From: Sharon McAfee [mailto:Sharon.McAfee@tasb.org]
Sent: Tuesday, August 07, 2012 2:18 PM
To: 'Martha Salazar'
Cc: 'Matilde Faz'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: RE: Detailed Attachment.xls

Sorry for the confusion. I stated that a purchase order was acceptable to us; however, I understand the vendor requires a signed agreement for monitoring.

Sharon McAfee
BuyBoard Program Director
Phone: 800-695-2919
Fax: 800-211-5454
E-Mail: sharon.mcafee@tasb.org

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, August 07, 2012 8:53 AM
To: Sharon McAfee
Cc: 'Matilde Faz'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: FW: Detailed Attachment.xls
Importance: High

Good Morning Sharon:
Please review the attachment (.xls) sent to us by Superior Alarms. This appears to conflict with the response we received from you yesterday (also attached). Can you clarify? The most pressing issue is that our legal counsel has objections to Superior's contract and Superior will not modify it's terms and conditions to our legal's recommendations. The County needs the monitoring services. That is why we are asking Superior to accept our Purchase Order only (as is the custom under their contract through BuyBoard). We need your help.
Best regards,

INVOICE

Edinburg Fire Department

212 W. McIntyre
Edinburg, Tx 78539
(956) 383-7691

INVOICE NO. [100]
DATE December 7, 2012

TO County Judge Ramon Garcia
Hidalgo County Judge's Office
P.O. Box 1356
Edinburg, Tx 78540
(956) 318-2600

SERVICES	PAYMENT TERMS
Agreement - Linn San Manuel - PPE 9/30/12	Due upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Emergency Fire Response Services from 9/25/12 - 9/30/12	$ 10,397.21	$ 10,397.21
225.00	Fill propane tank - Invoice # 67625	1.95	438.75
6.00	Brush Truck	100.00	600.00
6.00	Rescue Truck	100.00	600.00
		SUBTOTAL	$ 12,035.96
		SALES TAX	
		TOTAL	**$ 12,035.96**

Make all checks payable to: City of Edinburg
THANK YOU

Linn San Manuel - Hours Paid

PPE 9/30/12	Entity	17-Sep	18-Sep	19-Sep	20-Sep	21-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep	27-Sep	28-Sep	29-Sep	30-Sep	Total Hours	at Regular Pay	at Overtime Pay	Amount
Robert Alonzo 5121505	City	24	1				23		24		24					96	$ 14.9851		$ 1,438.57
	County													24	1.5	25.5		$ 25.8699	$ 659.68
Jason Delattre 5121506	City	7	24		24	13.5	7			24		24		24		147.5	$ 15.8842		$ 2,342.92
	County														12	12		$ 27.2186	$ 326.62
Homer Garza 5121508	City			24		24		24	24				24		17	137	$ 16.0650		$ 2,200.91
	County										24	10.25				34.25		$ 27.7074	$ 948.98
Ramiro Rodriguez 5121510	City	24	1				24		6.5		24					79.5	$ 15.8842		$ 1,262.79
	County									17.5						17.5		$ 27.2186	$ 476.33
Anthony Riojas 5121515	City			24		24		24					23.75		16.75	112.5	$ 14.6212		$ 1,644.89
	County									11.5	24	14.5				50		$ 24.4783	$ 1,223.92
Sally Jaime 5121517	City			24		24		24	0.75				24		17	113.75	$ 14.4962		$ 1,648.94
	County											19				19		$ 24.2612	$ 460.96
Joe A. Casas 5121521	City			24		24		24					24		17	113	$ 14.2250		$ 1,607.43
	County									18.75	24	1.25				44		$ 23.0086	$ 1,012.38
Juan P. Lopez 5121525	City	7	24		24					24		22		24		125	$ 11.4110		$ 1,426.38
	County												6.75		17	23.75		$ 17.2637	$ 410.01
Daniel Lozano 5121526	City	7	24		24					24		19.5		24		122.5	$ 14.2250		$ 1,742.56
	County												12		17	29		$ 22.9792	$ 666.40
Carlos F. Lopez 6000602	City	24	1				24		24		24					97	$ 11.4110		$ 1,106.87
	County											11	24	24		59		$ 17.1165	$ 1,009.87
Jaime F. Pina 6000745	City	24	1				24		24		24					97	$ 11.4110		$ 1,106.87
	County											14.5				14.5		$ 17.1165	$ 248.19
Ruben Lopez 5131609	City	8	8	8	8	8			8	8.5	8.25	8.5	8	7		88.25	$ 20.8425		$ 1,839.35
	County									2			5	7		14		$ 37.7773	$ 528.88
Gabriel Espinoza 5131610	City	8	8	8	8	8	3.75		8	8	8	8	11			86.75	$ 20.8425		$ 1,808.09
	County									3.5		7	8	17	8	43.5		$ 38.6424	$ 1,680.94
Frankie Joe Salinas 6000441	City	8	8	8	8	8			8	8.5	8	8	8	7		87.5	$ 16.0194		$ 1,401.70
	County												5	7.5	17	29.5		$ 25.2220	$ 744.05

Amount Regular Hours	$ 22,578.25
Amount Overtime Hours	$ 10,397.21

INVOICE

Edinburg Fire Department

212 W. McIntyre
Edinburg, Tx 78539
(956) 383-7691

INVOICE NO. [101]
DATE December 7, 2012

TO
County Judge Ramon Garcia
Hidalgo County Judge's Office
P.O. Box 1356
Edinburg, Tx 78540
(956) 318-2600

SERVICES	PAYMENT TERMS
Agreement - Linn San Manuel - PPE 10/14/12	Due upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Emergency Fire Response Services from 10/1/12 - 10/14/12	$ 26,622.25	$ 26,622.25
297.90	Fill propane tank - Invoice # 67741 - 10/7/12	1.95	580.91
100.00	Fill propane tank - Invoice # 67778 - 10/12/12	1.95	195.00
14.00	Brush Truck	100.00	1,400.00
14.00	Rescue Truck	100.00	1,400.00
		SUBTOTAL	$ 30,198.16
		SALES TAX	
		TOTAL	**$ 30,198.16**

Make all checks payable to: City of Edinburg
THANK YOU

Linn San Manuel - Hours Paid

PPE 10/14/12	Entity	1-Oct	2-Oct	3-Oct	4-Oct	5-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	11-Oct	12-Oct	13-Oct	14-Oct	Total Hours	at Regular Pay	at Overtime Pay	Amount
Robert Alonzo 5121505	City	24	6.5	24		24					24		24		5	131.5	$ 15.4347		$ 2,029.66
	County											12.25				12.25		$ 26.5737	$ 325.53
Jason Delattre 5121506	City			7	24		24		24	7		9	16	18	7	136	$ 16.3607		$ 2,225.06
	County	17	24	13		17		22								93		$ 27.9628	$ 2,600.54
Homer Garza 5121508	City	7	24					24		24			24			103	$ 16.5470		$ 1,704.34
	County				24	24	1		13		13			12	17	104		$ 28.4595	$ 2,959.79
Ramiro Rodriguez 5121510	City	24		24	3	24			2		24	2.5	24		17	144.5	$ 16.3607		$ 2,364.12
	County								12	24						36		$ 27.9625	$ 1,006.65
Anthony Riojas 5121515	City	7	24					24		24			24			103	$ 15.0598		$ 1,551.16
	County				24				24				24	24		96		$ 25.1362	$ 2,413.08
Sally Jaime 5121517	City	7	24					24		24			24			103	$ 14.9311		$ 1,537.90
	County			24.25	24	1					12			24		85.25		$ 24.9135	$ 2,123.88
Joe A. Casas 5121521	City	7	24					24		24			24			103	$ 14.6518		$ 1,509.14
	County					24			24							48		$ 23.6487	$ 1,135.14
Juan P. Lopez 5121525	City				24				24					24		72	$ 11.7534		$ 846.24
	County	8.5	24	2.5						24	1.5		13			73.5		$ 17.7773	$ 1,306.63
Daniel Lozano 5121526	City				24		24		24					24		96	$ 14.6518		$ 1,406.57
	County	8.5	24	2.5												35		$ 23.6193	$ 826.68
Andres Martinez 6000519	City				24		24		24					24		96	$ 11.7534		$ 1,128.33
	County	24	1	24						24	1.5	12				86.5		$ 17.6596	$ 1,527.56
Carlos F. Lopez 6000602	City	24		24		24			4.5		24		24		17	141.5	$ 11.7534		$ 1,663.11
	County						24					12				36		$ 17.6301	$ 634.68
Jaime F. Pina 6000745	City	24		24		24					24	0.25	24		17	137.25	$ 11.7534		$ 1,613.15
	County													12		12		$ 17.6301	$ 211.56
Ruben Lopez 5131609	City	10	8	12	8	8			13.75	8	8	8	8			91.75	$ 23.3656		$ 2,143.79
	County					5	24	7			5	7.5				48.5		$ 41.6010	$ 2,017.65
Gabriel Espinoza 5131610	City	8	8	8	8	8			14	8	8	13.5	8			91.5	$ 23.3656		$ 2,137.95
	County	5	9.75	5	10.5		17	24	7		5	7	7.5		17	114.75		$ 42.4661	$ 4,872.98
Frankie Joe Salinas 6000441	City	8	8	8	8	8	6.5		14	8	8	8	8			92.5	$ 16.5000		$ 1,526.25
	County	10.5						17	7			5	12.75	7	17	76.25		$ 25.9429	$ 1,978.15
Rolando Reyes 6000764	City	10.5	8	8	8	8			13.75	8	8	8	8			88.25	$ 17.5900		$ 1,552.32
	County										5	7.5	5	7		24.5		$ 27.8273	$ 681.77

Amount Regular Hours	$ 26,939.10
Amount Overtime Hours	$ 26,622.25

INVOICE

Edinburg Fire Department

212 W. McIntyre
Edinburg, Tx 78539
(956) 383-7691

INVOICE NO. [102]
DATE December 7, 2012

TO
County Judge Ramon Garcia
Hidalgo County Judge's Office
P.O. Box 1356
Edinburg, Tx 78540
(956) 318-2600

SERVICES	PAYMENT TERMS
Agreement - Linn San Manuel - PPE 10/28/12	Due upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Emergency Fire Response Services from 10/15/12 - 10/28/12	$ 24,446.69	$ 24,446.69
181.30	Fill propane tank - Invoice # 67941 - 10/26/12	1.95	353.54
14.00	Brush Truck	100.00	1,400.00
14.00	Rescue Truck	100.00	1,400.00
		SUBTOTAL	$ 27,600.23
		SALES TAX	
		TOTAL	**$ 27,600.23**

Make all checks payable to: City of Edinburg
THANK YOU

Linn San Manuel - Hours Paid

PPE 10/28/12	Entity	15-Oct	16-Oct	17-Oct	18-Oct	19-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct	25-Oct	26-Oct	27-Oct	28-Oct	Total Hours	at Regular Pay	at Overtime Pay	Amount
Robert Alonzo	City	7				24		24		13.25					17	85.25	$ 15.4347		1315.81
5121505	County	17	20	24							24					85		$ 26.5737	$ 2,258.76
Jason Delattre	City															0	$ 16.3607		
5121506	County															0		$ 27.9628	
Homer Garza	City		24		24			24				24		24		120	$ 16.5470		$ 1,985.64
5121508	County	8				13			24	12			12		13	82		$ 28.4595	$ 2,333.68
Ramiro Rodriguez	City	7			3	24		24		24	7.25				12	101.25	$ 16.3607		$ 1,656.52
5121510	County			12												12		$ 27.9625	$ 335.55
Anthony Riojas	City		24		24		24					24		24	1.25	121.25	$ 15.0598		$ 1,826.00
5121515	County					24			12	24	8					68		$ 25.1362	$ 1,709.26
Sally Jaime	City		24		24		24					24		24		120	$ 14.9311		$ 1,791.73
5121517	County	24							24	12	24					84		$ 24.9135	$ 2,092.73
Joe A. Casas	City		24		24		24					24		24		120	$ 14.6518		$ 1,758.22
5121521	County	12.5						24								36.5		$ 23.6487	$ 863.18
Juan P. Lopez	City	24		24	0.25				24		24	0.25	24			120.5	$ 11.7534		$ 1,416.28
5121525	County		13			24										37		$ 17.7773	$ 657.76
Daniel Lozano	City															0	$ 14.6518		
5121526	County															0		$ 23.6193	$ -
Andres Martinez	City	24		24					24		24	0.75	24	1		121.75	$ 11.7534		$ 1,430.98
6000519	County				12										5	17		$ 17.6596	$ 300.21
Carlos F. Lopez	City	7			3.5	24	2	24		24		2			17	103.5	$ 11.7534		$ 1,216.48
6000602	County		24	24								24	24			96		$ 17.6301	$ 1,692.49
Jaime F. Pina	City	7				24		24		24					17	96	$ 11.7534		$ 1,128.33
6000745	County				24		24				24	5.25				77.25		$ 17.6301	$ 1,361.93
Ruben Lopez	City															0	$ 23.3656		
5131609	County															0		$ 41.6010	
Gabriel Espinoza	City	11	8	8	8	10			8	8	8	8	8			85	$ 23.3656		$ 1,986.08
5131610	County	7	5	7.25	5	7	17	24	7	5	7	5	7	17	24	144.25		$ 42.4661	$ 6,125.73
Frankie Joe Salinas	City	8	8	8	8	8			8	8	8	8.75	12.5		2.5	87.75	$ 16.5000		$ 1,447.88
6000441	County	12.25	12.75	12.25	7.75	5	7	17	12	7						93		$ 25.9429	$ 2,412.69
Rolando Reyes	City	10.5	8	8	8	8			8	8	8	8	19.5			94	$ 17.5900		$ 1,653.46
6000764	County				5	7	17	7				5.75		17	24	82.75		$ 27.8273	$ 2,302.71

Amount Regular Hours	$ 20,613.39
Amount Overtime Hours	$ 24,446.69

INVOICE

Edinburg Fire Department

212 W. McIntyre
Edinburg, Tx 78539
(956) 383-7691

INVOICE NO. [103]
DATE December 7, 2012

TO
County Judge Ramon Garcia
Hidalgo County Judge's Office
P.O. Box 1356
Edinburg, Tx 78540
(956) 318-2600

SERVICES	PAYMENT TERMS
Agreement - Linn San Manuel - PPE 11/11/12	Due upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Emergency Fire Response Services from 10/29/12 - 11/11/12	$ 20,607.15	$ 20,607.15
218.00	Fill propane tank - Invoice # 68018 - 11/6/12	1.95	425.10
14.00	Brush Truck	100.00	1,400.00
14.00	Rescue Truck	100.00	1,400.00
		SUBTOTAL	$ 23,832.25
		SALES TAX	
		TOTAL	**$ 23,832.25**

Make all checks payable to: City of Edinburg
THANK YOU

Linn San Manuel - Hours Paid

PPE 11/11/12	Entity	29-Oct	30-Oct	31-Oct	1-Nov	2-Nov	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	8-Nov	9-Nov	10-Nov	11-Nov	Total Hours	at Regular Pay	at Overtime Pay	Amount
Robert Alonzo 5121505	City															0	$ 15.4347		0.00
	County															0		$ 26.5737	$ -
Jason Delattre 5121506	City															0	$ 16.3607		0.00
	County															0		$ 27.9628	$ -
Homer Garza 5121508	City	24					24		24.5		24					96.5	$ 16.5470		$ 1,596.79
	County				12.5	24	0.5					13	24	24		98		$ 28.4595	$ 2,789.03
Ramiro Rodriguez 5121510	City															0	$ 16.3607		$ -
	County															0		$ 27.9625	$ -
Anthony Riojas 5121515	City	24					24	1	24		23.5					96.5	$ 15.0598		$ 1,453.27
	County		24.25	24	24								24			96.25		$ 25.1362	$ 2,419.36
Sally Jaime 5121517	City	24.25					24	1	24		24					97.25	$ 14.9311		$ 1,452.05
	County		24		12							24	12	24	12	108		$ 24.9135	$ 2,690.66
Joe A. Casas 5121521	City	24					24		24.25	0.75	24					97	$ 14.6518		$ 1,421.22
	County		12	24												36		$ 23.6487	$ 851.35
Juan P. Lopez 5121525	City			24		24.25		24					24		17	113.25	$ 11.7534		$ 1,331.07
	County	24							24		12					60		$ 17.7773	$ 1,066.64
Daniel Lozano 5121526	City			23.75		24		24.25					24		17	113	$ 14.6518		$ 1,655.65
	County										24					24		$ 23.6193	$ 566.86
Andres Martinez 6000519	City			24		24		24.25					24		17	113.25	$ 11.7534		$ 1,331.07
	County	7							12		12					31		$ 17.6596	$ 547.45
Carlos F. Lopez 6000602	City	7	24		24					24		24		24		127	$ 11.7534		$ 1,492.68
	County	12									12					24		$ 17.6301	$ 423.12
Jaime F. Pina 6000745	City															0	$ 11.7534		$ -
	County															0		$ 17.6301	$ -
Ruben Lopez 5131609	City															0	$ 23.3656		
	County															0		$ 41.6010	
Gabriel Espinoza 5131610	City	8	8	8	8	8			8.25	8	10	8	10.75	3		88	$ 23.3656		$ 2,056.17
	County	12	12	7	5	12	24	24	7							103		$ 42.4661	$ 4,374.01
Frankie Joe Salinas 6000441	City	4	10.5	8.5	8	7			8	8	8	8	8	9		87	$ 16.5000		$ 1,435.50
	County				12			17	8	7		8.5			24	76.5		25.9429	$ 1,984.63
Rolando Reyes 6000764	City	8	10.75	8	8	8			8	8	8	8	8	5.5		88.25	$ 17.5900		$ 1,552.32
	County	7						24		12	12	12	13	7	17	104		$ 27.8273	$ 2,894.04

Amount Regular Hours	$ 16,777.80
Amount Overtime Hours	$ 20,607.15

INVOICE

Edinburg Fire Department

212 W. McIntyre
Edinburg, Tx 78539
(956) 383-7691

INVOICE NO. [104]
DATE December 7, 2012

TO
County Judge Ramon Garcia
Hidalgo County Judge's Office
P.O. Box 1356
Edinburg, Tx 78540
(956) 318-2600

SERVICES	PAYMENT TERMS
Agreement - Linn San Manuel - PPE 11/25/12	Due upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Emergency Fire Response Services from 11/12/12 - 11/25/12	$ 17,459.93	$ 17,459.93
250.00	Fill propane tank - Invoice # 68654 - 11/21/12	1.95	487.50
14.00	Brush Truck	100.00	1,400.00
14.00	Rescue Truck	100.00	1,400.00

Linn San Manuel - Hours Paid

PPE 11/25/12	Entity	12-Nov	13-Nov	14-Nov	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov	22-Nov	23-Nov	24-Nov	25-Nov	Total Hours	at Regular Pay	at Overtime Pay	Amount
Robert Alonzo	City	12			24		24		24			12	12	24	0.25	132.25	$ 15.4347		$ 2,041.24
5121505	County	24	24							24					1	73		$ 26.5737	$ 1,939.88
Jason Delattre	City															0	$ 16.3607		$ -
5121506	County															0		$ 27.9628	$ -
Homer Garza	City	29	7	17	6.75	3.75					24	12	29	7	17	152.5	$ 16.5470		$ 2,523.42
5121508	County		12		12				20.5							44.5		$ 28.4595	$ 1,266.45
Ramiro Rodriguez	City															0	$ 16.3607		$ -
5121510	County															0		$ 27.9625	$ -
Anthony Riojas	City	29		24	7.5	17	7			7	17	19	29		16.75	173.25	$ 15.0598		$ 2,609.11
5121515	County		23.75					24	24							71.75		$ 25.1362	$ 1,803.52
Sally Jaime	City															0	$ 14.9311		$ -
5121517	County															0		$ 24.9135	$ -
Joe A. Casas	City	29	7	17	7.5	17	7				17	19	29	7	17	173.5	$ 14.6518		$ 2,542.09
5121521	County							12	12							24		$ 23.6487	$ 567.57
Juan P. Lopez	City	19	17	7				17	7	17	7	29	19			139	$ 11.7534		$ 1,633.72
5121525	County	12		12	17	19			12		12					84		$ 17.7773	$ 1,493.29
Daniel Lozano	City	20	17		7			17	7	17	7	29	19			140	$ 14.6518		$ 2,051.25
5121526	County			24		12							12			48		$ 23.6193	$ 1,133.73
Andres Martinez	City	19	17	7				17	7	17	7	29	19			139	$ 11.7534		$ 1,633.72
6000519	County				12	24	12									48		$ 17.6596	$ 847.66
Carlos F. Lopez	City	12			17	10.5			17	7		12	12	16.75	7	111.25	$ 11.7534		$ 1,307.57
6000602	County	24														24		$ 17.6301	$ 423.12
Jaime F. Pina	City															0	$ 11.7534		$ -
6000745	County															0		$ 17.6301	$ -
Ruben Lopez	City	8	7.5	8	8	8			8	8	8	8	8			79.5	$ 23.3656		$ 1,857.57
5131609	County			5	12.25	7	16	7								47.25		$ 41.6010	$ 1,965.65
Gabriel Espinoza	City															0	$ 23.3656		$ -
5131610	County															0		$ 42.4661	$ -
Frankie Joe Salinas	City	8	8	8	8				8	8	8	8	8			72	$ 16.5000		$ 1,188.00
6000441	County	7.75	5	7	5	7	17	24	7	5	12.5	12	17	24	7.75	158		$ 25.9429	$ 4,098.98
Rolando Reyes	City	10	8	8	8	9.75			8	8	8	8	8		0.25	84	$ 17.5900		$ 1,477.56
6000764	County	7.75								5	7.5		17	24	7.75	69		$ 27.8273	$ 1,920.08

Amount Regular Hours	$ 20,865.24
Amount Overtime Hours	$ 17,459.93

INVOICE

Edinburg Fire Department

212 W. McIntyre
Edinburg, Tx 78539
(956) 383-7691

INVOICE NO. [105]
DATE December 12, 2012

TO
County Judge Ramon Garcia
Hidalgo County Judge's Office
P.O. Box 1356
Edinburg, Tx 78540
(956) 318-2600

SERVICES	PAYMENT TERMS
Agreement - Linn San Manuel - PPE 12/9/12	Due upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Emergency Fire Response Services from 11/26/12 - 12/9/12	$ 11,769.32	$ 11,769.32
250.00	Fill propane tank - Invoice # 68846 - 12/5/12	1.95	487.50
14.00	Brush Truck	100.00	1,400.00
14.00	Rescue Truck	100.00	1,400.00
		SUBTOTAL	$ 15,056.82
		SALES TAX	
		TOTAL	$ 15,056.82

Make all checks payable to: City of Edinburg

THANK YOU

Linn San Manuel - Hours Paid

PPE 12/9/12	Entity	26-Nov	27-Nov	28-Nov	29-Nov	30-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	6-Dec	7-Dec	8-Dec	9-Dec	Total Hours	at Regular Pay	at Overtime Pay	Amount
Robert Alonzo	City	17	7	17		7			17	7	17	7	17	7.75		120.75	$ 15.4347		$ 1,863.74
5121505	County				24			12								36		$ 26.5737	$ 956.65
Jason Delattre	City															0	$ 16.3607		$ -
5121506	County															0		$ 27.9628	$ -
Homer Garza	City	7				17	7	17	7	17	7				17	96	$ 16.5470		$ 1,588.51
5121508	County		24	1					12							37		$ 28.4595	$ 1,053.00
Ramiro Rodriguez	City															0	$ 16.3607		$ -
5121510	County															0		$ 27.9625	$ -
Anthony Riojas	City	7				17	7	16.75	6.75	17		8.5			17	97	$ 15.0598		$ 1,460.80
5121515	County								12		24					36		$ 25.1362	$ 904.90
Sally Jaime	City	7				17	7	17	7	17	7				17	96	$ 14.9311		$ 1,433.39
5121517	County	12		17	7						12	17	7			72		$ 24.9135	$ 1,793.77
Joe A. Casas	City															0	$ 14.6518		$ -
5121521	County															0		$ 23.6487	$ -
Juan P. Lopez	City															0	$ 11.7534		$ -
5121525	County															0		$ 17.7773	$ -
Daniel Lozano	City		17	8.25	17	7	17	7				7	7	15	7	109.25	$ 14.6518		$ 1,600.71
5121526	County								12							12		$ 23.6193	$ 283.43
Andres Martinez	City		17	7	17	7.25	17	7				17	7	17	8	121.25	$ 11.7534		$ 1,425.10
6000519	County				1			12	12							25		$ 17.6596	$ 441.49
Carlos F. Lopez	City	24	7	17	7				17		24	7	17	8		128	$ 11.7534		$ 1,504.44
6000602	County									24						24		$ 17.6301	$ 423.12
Jaime F. Pina	City			17	7		17	7	17	7	17	7	17	8		121	$ 11.7534		$ 1,422.16
6000745	County	24	1.25							12						37.25		$ 17.6301	$ 656.72
Ruben Lopez	City	8	7.5	8	8	8			8	8	8	8	8			79.5	$ 23.3656		$ 1,857.57
5131609	County			5	12.25	7	16	7								47.25		$ 41.6010	$ 1,965.65

																0	$ 23.3656		$ -
Gabriel Espinoza	City																		
5131610	County															0		$ 42.4661	$ -
																0	$ 16.5000		$ -
Frankie Joe Salinas	City																		
6000441	County															0		$ 25.9429	$ -
																80	$ 17.5900		$ 1,407.20
Rolando Reyes	City	8	8	8	8	8			8	8	8	8	8						
6000764	County	5	8	5	12.5	15	8		5.25	12.5	12.25	12.5	14.25	8		118.25		$ 27.8273	$ 3,290.58

Amount Regular Hours	$ 15,563.61
Amount Overtime Hours	$ 11,769.32

INVOICE

Edinburg Fire Department

212 W. McIntyre
Edinburg, Tx 78539
(956) 383-7691

INVOICE NO. [106]
DATE December 26, 2012

TO
County Judge Ramon Garcia
Hidalgo County Judge's Office
P.O. Box 1356
Edinburg, Tx 78540
(956) 318-2600

SERVICES	PAYMENT TERMS
Agreement - Linn San Manuel - PPE 12/23/12	Due upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Emergency Fire Response Services from 12/10/12 - 12/23/12	$ 15,871.12	$ 15,871.12
260.00	Fill propane tank - Invoice # 69148 - 12/19/12	1.95	507.00
14.00	Brush Truck	100.00	1,400.00
14.00	Rescue Truck	100.00	1,400.00
		SUBTOTAL	$ 19,178.12
		SALES TAX	
		TOTAL	**$ 19,178.12**

Make all checks payable to: City of Edinburg
THANK YOU

Linn San Manuel - Hours Paid

PPE 12/23/12	Entity	10-Dec	11-Dec	12-Dec	13-Dec	14-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec	20-Dec	21-Dec	22-Dec	23-Dec	Total Hours	at Regular Pay	at Overtime Pay	Amount
Robert Alonzo 5121505	City															0	$ 15.4347		$ -
	County															0		$ 26.5737	$ -
Jason Delattre 5121506	City															0	$ 16.3607		$ -
	County															0		$ 27.9628	$ -
Homer Garza 5121508	City	7	17	7	17	7				17	7	17	7	17	7	127	$ 16.5470		$ 2,101.47
	County	12				12		17	19		12		12			84		$ 28.4595	$ 2,390.60
Ramiro Rodriguez 5121510	City			17	7	17	7	17	7				17	7	5	101	$ 16.3607		$ 1,652.43
	County						12		12							24		$ 27.9625	$ 671.10
Anthony Riojas 5121515	City															0	$ 15.0598		$ -
	County															0		$ 25.9820	$ -
Sally Jaime 5121517	City	7	17	7	17	7				17	7	17	7	17	7	127	$ 14.9311		$ 1,896.25
	County	17	7	12		12			17	7	12		17	7		108		$ 24.9135	$ 2,690.66
Joe A. Casas 5121521	City															0	$ 14.6518		$ -
	County															0		$ 23.6487	$ -
Juan P. Lopez 5121525	City	5	7				17	7.25	17.25	7	17	7				84.5	$ 11.7534		$ 993.16
	County				13.5	12				12		17	7			61.5		$ 17.7773	$ 1,093.30
Daniel Lozano 5121526	City	17	8				17	7			17	7				73	$ 14.6518		$ 1,069.58
	County				15							17	19	12		63		$ 23.6193	$ 1,488.02
Andres Martinez 6000519	City	17	8			5	17	7	17.25	7	17	10				105.25	$ 11.7534		$ 1,237.05
	County				17	7				12			17	24	7	84		$ 17.6596	$ 1,483.41
Carlos F. Lopez 6000602	City															0	$ 11.7534		$ -
	County															0		$ 17.6301	$ -
Jaime F. Pina 6000745	City															0	$ 11.7534		$ -
	County															0		$ 17.6301	$ -
Ruben Lopez 5131609	City	10.25	8	10.5	8	8			8.25	8	9	7.75	8			85.75	$ 23.3656		$ 2,003.60
	County			4.5	12	7	17	7	5	8	5	13	7			85.5		$ 42.4661	$ 3,630.85

Gabriel Espinoza 5131610	City															0	$ 23.3656		$ -
	County															0		$ 42.4661	$ -
Frankie Joe Salinas 6000441	City	8	8	8	8	8			8	8	8	8	4			76	$ 16.5000		$ 1,254.00
	County														17	17		$ 25.9429	$ 441.03
Rolando Reyes 6000764	City	12.25	8	10.75	8	8			8	8	9	9	8		1.25	90.25	$ 17.5900		$ 1,587.50
	County		5	10.5	12	12	24	7								70.5		$ 28.1157	$ 1,982.16

Amount Regular Hours	$ 13,795.04
Amount Overtime Hours	$ 15,871.12

INVOICE

Edinburg Fire Department

212 W. McIntyre
Edinburg, Tx 78539
(956) 383-7691

INVOICE NO. [107]
DATE January 9, 2013

TO County Judge Ramon Garcia
Hidalgo County Judge's Office
P.O. Box 1356
Edinburg, Tx 78540
(956) 318-2600

SERVICES	PAYMENT TERMS
Agreement - Linn San Manuel - PPE 1/6/13	Due upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Emergency Fire Response Services from 12/24/12 - 1/6/13	$ 5,459.88	$ 5,459.88
260.00	Fill propane tank - Invoice # 69421 - 12/29/12	$ 1.95	$ 507.00
120.00	Fill propane tank - Invoice # 69546 - 1/2/13	$ 1.95	$ 234.00
14.00	Brush Truck	$ 100.00	$ 1,400.00
14.00	Rescue Truck	$ 100.00	$ 1,400.00
		SUBTOTAL	$ 9,000.88
		SALES TAX	
		TOTAL	**$ 9,000.88**

Make all checks payable to: City of Edinburg
THANK YOU

Linn San Manuel - Hours Paid

PPE 1/6/13	Entity	24-Dec	25-Dec	26-Dec	27-Dec	28-Dec	29-Dec	30-Dec	31-Dec	1-Jan	2-Jan	3-Jan	4-Jan	5-Jan	6-Jan	Total Hours	at Regular Pay	at Overtime Pay	Amount
Robert Alonzo 5121505	City	19	29	7				17	7	29	7	17	7	2.5		141.5	$ 15.4347		$ 2,184.01
	County			1.5												1.5		$ 26.5737	$ 39.86
Jason Delattre 5121506	City															0	$ 16.3607		$ -
	County															0		$ 27.9628	$ -
Homer Garza 5121508	City															0	$ 16.5470		$ -
	County															0		$ 28.4595	$ -
Ramiro Rodriguez 5121510	City															0	$ 16.3607		$ -
	County															0		$ 27.9625	$ -
Anthony Riojas 5121515	City	12	12		17	7	17	9	17	21.25				17	8	137.25	$ 15.0598		$ 2,066.96
	County					12										12		$ 25.9820	$ 311.78
Sally Jaime 5121517	City															0	$ 14.9311		$ -
	County															0		$ 24.9135	$ -
Joe A. Casas 5121521	City	12	12		17	7	17	12	17	19				17	7	137	$ 14.6518		$ 2,007.30
	County									2.5						2.5		$ 23.6487	$ 59.12
Juan P. Lopez 5121525	City															0	$ 11.7534		$ -
	County															0		$ 17.7773	$ -
Daniel Lozano 5121526	City															0	$ 14.6518		$ -
	County															0		$ 23.6193	$ -
Andres Martinez 6000519	City	29	19	17	7	4	7			12	17	7	17	10.5	17	163.5	$ 11.7534		$ 1,921.68
	County				13											13		$ 17.6596	$ 229.57
Carlos F. Lopez 6000602	City	19	29	7				17	7	29.25	7	17.25	7			139.5	$ 11.7534		$ 1,639.60
	County	2.5														2.5		$ 17.6301	$ 44.08
Jaime F. Pina 6000745	City															0	$ 11.7534		$ -
	County															0		$ 17.6301	$ -
Ruben Lopez 5131609	City															0	$ 23.3656		$ -
	County															0		$ 42.4661	$ -
Gabriel Espinoza 5131610	City															0	$ 23.3656		$ -
	County															0		$ 42.4661	$ -
Frankie Joe Salinas 6000441	City	8	8	8.25	8	8			8	8	8.75	8	8			81	$ 16.5000		$ 1,336.50
	County	24	8.5	5	12.75	12.5	7.5	18	7.5							95.75		$ 25.9429	$ 2,484.03
Rolando Reyes 6000764	City	8	8	8.25	8	8			8	8	8.5	8	8			80.75	$ 17.5900		$ 1,420.39
	County			5	12.5	14.5	7	18	7.5						17	81.5		$ 28.1157	$ 2,291.43

Amount Regular Hours	$ 12,576.44
Amount Overtime Hours	$ 5,459.88

INVOICE

Edinburg Fire Department

212 W. McIntyre
Edinburg, Tx 78539
(956) 383-7691

INVOICE NO. [108]
DATE January 24, 2013

TO County Judge Ramon Garcia
Hidalgo County Judge's Office
P.O. Box 1356
Edinburg, Tx 78540
(956) 318-2600

SERVICES	PAYMENT TERMS
Agreement - Linn San Manuel - PPE 1/20/13	Due upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Emergency Fire Response Services from 1/7/13 - 1/20/13	$ 3,348.66	$ 3,348.66
9.00	Brush Truck	$ 100.00	$ 900.00
9.00	Rescue Truck	$ 100.00	$ 900.00
		SUBTOTAL	$ 5,148.66
		SALES TAX	
		TOTAL	$ 5,148.66

Make all checks payable to: City of Edinburg
THANK YOU

Linn San Manuel - Hours Paid

PPE 1/20/13	Entity	7-Jan	8-Jan	9-Jan	10-Jan	11-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	17-Jan	18-Jan	19-Jan	20-Jan	Total Hours	at Regular Pay	at Overtime Pay	Amount
Robert Alonzo 5121505	City															0	$ 15.4347		$ -
	County															0		$ 26.5737	$ -
Jason Delattre 5121506	City															0	$ 16.3607		$ -
	County															0		$ 27.9628	$ -
Homer Garza 5121508	City	17	8.25	17	7				17	7.75	17	7	17	7		122	$ 16.5470		$ 2,018.73
	County						12									12		$ 28.4595	$ 341.51
Ramiro Rodriguez 5121510	City															0	$ 16.3607		$ -
	County															0		$ 27.9625	$ -
Anthony Riojas 5121515	City	17	7	17	7				17	7	17	7	17	7		120	$ 15.0598		$ 1,807.18
	County		12		17	19										48		$ 25.9820	$ 1,247.14
Sally Jaime 5121517	City															0	$ 14.9311		$ -
	County															0		$ 24.9135	$ -
Joe A. Casas 5121521	City															0	$ 14.6518		$ -
	County															0		$ 23.6487	$ -
Juan P. Lopez 5121525	City	7				17	7.25	17	10	17	7				17	99.25	$ 11.7534		$ 1,166.52
	County	1.5	13	13												27.5		$ 17.7773	$ 488.88
Daniel Lozano 5121526	City															0	$ 14.6518		$ -
	County															0		$ 23.6193	$ -
Andres Martinez 6000519	City	7				17	7	17	7	15.25	7.25				17	94.5	$ 11.7534		$ 1,110.70
	County		17	19	12				12							60		$ 17.6596	$ 1,059.58
Carlos F. Lopez 6000602	City	2.5	17	7	16.75	8	5	7				17	7	17	7	111.25	$ 11.7534		$ 1,307.57
	County				12											12		$ 17.6301	$ 211.56
Jaime F. Pina 6000745	City															0	$ 11.7534		$ -
	County															0		$ 17.6301	$ -
Ruben Lopez 5131609	City															0	$ 23.3656		$ -
	County															0		$ 42.4661	$ -

Gabriel Espinoza 5131610	City															0	$ 23.3656		$ -
	County															0		$ 42.4661	$ -
Frankie Joe Salinas 6000441	City															0	$ 16.5000		$ -
	County															0		$ 25.9429	$ -
Rolando Reyes 6000764	City															0	$ 17.5900		$ -
	County															0		$ 28.1157	$ -

Amount Regular Hours	$ 7,410.70
Amount Overtime Hours	$ 3,348.66

RECEIVED
FEB 2 1 2013
Hidalgo County
Fire Marshal's Office

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:** 02/21/2013

TO: YOLANDA OROZCO **DEPARTMENT:** (300) FIRE MARSHAL

FROM: LUCY QUINTERO **PHONE:** (956)-318-2511 ext 4624

REFERENCE: CITY OF EDINBURG Invoice #I-102

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #I-102*** 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: THE INTERLOCAL AGREEMENT WE RECEIVED HAS NOT BEEN SIGNED. WE NEED THE SIGNED AGREEMENT FOR PAYMENT. BASED ON THE AGREEMENT THE COUNTY SHALL COMPENSATE CITY FOR THE VEHICLES AND THE PERSONNEL AGAINST INVOICE SPECIFYING THE HOURS ASSOCIATED WITH THE PERSONNEL AND VEHICLES ASSIGNED TO THE AREA IN ACCORDANCE WITH THE AMOUNTS SPECIFIED IN EXHIBIT C ATTACHED. ON EXHIBIT C IT SHOWS THE COST PER HOUR FOR THE PERSONNEL, BUT IT DOESN'T MATCH THE HOURLY RATE ON THE INVOICE, AND AT WHAT RATE IS THE OVERTIME PAID. EXHIBIT C DOES NOT REFERENCE THE VEHICLES, AND THE RATE WE SHOULD BE PAYING AS INDICATED ON THE AGREEMENT. THE INVOICE IS CHARGING FOR VEHICLES USED, WE CAN'T VERIFY WITHOUT THE BACKUP. THERE IS NO BACKUP ATTACHED TO THE INVOICE FOR THE AMOUNT OF HOURS THESE VEHICLES WERE USED FOR.
- ☐ COMMENTS / RECOMMENDATION: See attached E-mail

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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

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*

2nd Discrepancy

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:**	**04/22/2013**
TO:	**SULEMA CAVAZOS**	**DEPARTMENT:**	**(300) FIRE MARSHAL**
FROM:	**LUCY QUINTERO**	**PHONE:**	**(956)-318-2511 ext 4624**
REFERENCE:	**CITY OF EDINBURG Invoice #I-100**		

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #I-100*** 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: THIS INVOICE IS BEING RETURNED TO YOU FOR THE FOLLOWING REASONS SEE MEMO ATTACHED. PLEASE, RETURN FOR PAYMENT ONCE ALL ISSUES HAVE BEEN RESOLVED THANK YOU.**
- ☐ **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 FLOR
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.

Mr. Martinez,

The invoices for the City of Edinburg are being returned to you for the following reasons:

1. Item number 2 of the First Amendment states "County shall compensate City for the vehicles and the personnel against invoice specifying the hours associated with the personnel and vehicles assigned to the area in accordance with the amounts specified in Exhibit C." At this time, we are unable to determine if the hourly rate referenced on Exhibit C is the regular hourly rate or overtime rate. Also, at what point are the hours being billed considered to be at regular rate and overtime rate (e.g. inv#101 has employee #5121505 working 24 hrs on 10/1/12, 6.5 on 10/2/12 24 on 10/3/12 being billed at regular hrly rate and 24 hrs on 09/29/12, 1.5 on 09/30/12, 25.5 being billed at overtime) .
2. Exhibit C does not mention at what rate we will be reimbursing the City of Edinburg for the use of their vehicles.
3. The agreement does not mention that the County will be reimbursing the City for supplies such as propane tanks.

The issues listed above need to be resolved before we can issue payment. You may want to contact Rocio Villarreal, Contract Manager at Purchasing regarding the concerns listed above. She was going to review the inter-local agreement.

AI-39814 **Purchasing Department 20. B. 1.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Comm. Tito Palacios, Pct. #2 Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting authority to rescind action taken by C.C. on 04/16/2013 under AI-38181 for the lease of an IR-4025 in the amount of $104.14 as vendor quoted incorrectly;

b. Requesting authority to enter into a 36 month copier lease agreement with Canon thru our membership/participation with TPASS 985-L2 thru requisition #239296 (New Administration Building) in the amount of $149.20 with the service cost of $35.29/month commencing upon approval

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Amount available for requisition# 239296 as of 7-31-13 $995.20 for Canon Financial Services.

By object code:
780 $895.20
601 $100.00

Attachments

Canon

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2013 04:09 PM
Budget & Management	Obdett Calzada	07/26/2013 04:34 PM
Manuel Chapa	Manuel Chapa	07/31/2013 10:57 AM
Auditor's Office	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Tanya Delira Started On: 07/22/2013 10:40 AM

Final Approval Date: 08/02/2013

Requisition

Req # 00239296

PO #

Date: 06/27/13

Bill To: x
x

Vendor : 179272

CANON FINANCIAL SERVICES INC.
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
FAX (800)220-0723

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: A. GARCIA
956-787-1891

Contract No: 985 L2 CATALOGUE

Special Instructions:
R-0029

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ADMINISTRATION DEPARTMENT- HALL ACRES BLDG		
		DO NOT DUPLICATE ORDER		
6.00	MONTH	TPASS CONTRACT 985-LS CANON IR-4025 ADVANCE COPIER $81.58	81.58	489.48
		CABINET TYPE-G $2.21		
		CANON DADF AG1 $11.70		
		INNER FINISHER-D1 $18.42		
		WITH SERVICES TO INCLUDE 8,000 COPIES PER MONTH $35.29		
		AND OVARAGES @ $0.00660 EACH COPY		
6.00	MONTH	CABINET TYPE -G	2.21	13.26
6.00	EACH	CANON DADF AG1	11.70	70.20
6.00	EACH	INNER FINISHER -D1	18.42	110.52
6.00	MONTH	SERVICE COST PER MONTH	35.29	211.74
1.00	EACH	COPY OVERAGES @ .00660 PER COPY OVER 8000	100.00	100.00
		Account No	Encumbrance	
		3-1200-431-00-122-005-0-601	100.00	
		3-1200-431-00-122-005-0-780	895.20	
			Freight	.00
		BLANKET PO FOR NEW COPIER LEASE	Total	995.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Canon

CANON USA INC C/O CANON FINANCIAL SERVICES
14904 COLLECTIONS CENTER DR
CHICAGO, IL 60693-0149

Date: **06/07/2013**
Sales Rep: Eunice Saenz
Expires: 7/30/2013

Req # 239296

PROPOSAL FOR:

Hidalgo County Commissioner Pct.#2
300 West Hall Acres Suite G
Pharr, Texas 78589

Yoli Cisneros
Yolanda.cisneros@co.hidalgo.tx.us
956-787-1891

CANON IR-4025 Multi-Function System (Network Print and Scan)

Standard Specifications:

- 25 Copies or Prints Per Minute
- 1200 X 1200 DPI True (Print) Resolution
- Automatic Tray-less Duplexing (2 sided output)
- 2 X 550 Sheet User Adjustable Paper Cassettes & 80 Sheet Stack Bypass
- UFR II Printing (Network Print Ready) plus standard USB
- Network Scan Ready (Scan to folder or Scan to e-mail – in color)
- Memory – Standard 1.25 GB RAM Plus 80GB HD Drive
- Intuitive Touch Color Screen User Interface
- Fast Warm-up 38 sec from power on and 10 sec or less from sleep mode
- Dept ID Management (Individual User Codes)
- Various Digital Imaging Features and Enhanced Security Features
- Copy Ratio – Automatic from 25% to 400%
- Copy Job Reservation - pre-programmed jobs
- Mail Box Functionality (100 Users) Stores frequently used forms
- See Brochure for more details, features and accessories

98558

ITEM NUMBER	MAKE / DESCRIPTION	
IR-4025	TPASS Contract 985-L2--Canon IR-4025 Advance Copier	$81.58
6543B001	Cabinet Type-G	$2.21
4805B002	Canon DADF AG1	$11.70
4808B001	Inner Finisher-D1	$18.42
	Total equipment payment	$113.91
	Service Cost per month	$35.29 - 432
	Total monthly lease payment for 36 months	$149.20

Service Plan: State Contract maintenance plan includes parts, labor, toner, drums and staples. Service plan includes ***8,000 copies per month included in monthly lease payment, with overages billed at $ .00660***

Eunice Saenz

Customer's Signature of Acceptance

CGI Government Specialist – Eunice Saenz

____/____/_____
Date

____/____/_____
Date

1-0029

5

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/29/2013	45	Auxiliary Court	228168	985-L2	1/29/2013	WC5745	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
1/29/2013	122	Hidalgo Co. Pct 2	239287	985-L2	1/29/2013	Canon IR-2525	$122.10	N	N	36	60	$2,865.60	$2,865.60	Capital Lease
2/26/2013	25	County Crt Law 5	230656	985-L2	2/26/2013	WC3550X	$93.48	N	N	36	60	$3,365.28	$3,365.28	Capital Lease
2/26/2013	170	Auditor Admin	229727	985-L2	2/26/2013	WC7530P	$291.43	N	N	36	60	$10,491.48	$10,491.48	Capital Lease
2/26/2013	170	Auditor Inter Audit	231055	985-L2	2/26/2013	WC5745P	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/4/2013	85	Public Defenders	231671	985-L2	3/4/2013	WC7120P	$233.38	N	N	36	60	$8,401.68	$8,401.68	Capital Lease
3/5/2013	170	AUDITOR	231447	985-L2	3/5/2013	WC5745PT	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/26/2013	350	WIC (28)	230709	985-L2	3/26/2013	iR1025N	$18.37	N	N	60	60	$1,102.20	$913.71	Capital Lease
3/26/2013	8	389th Dist. Court	230271	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	9	398th Dist. Court	231600	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	6	332nd Dist. Court	231141	985-L2	3/26/2013	WC5845P	$172.09	N	N	36	60	$6,195.24	$6,195.24	Capital Lease
4/24/2013	260	Right of Way Dept	234582	985-L2	4/24/2013	WC7556	$495.77	N	N	36	60	$17,847.72	$17,847.72	Capital Lease
4/16/2013	122	Pct 2 Admin Dept	233802	985-L2	4/16/2013	IR-4025	$104.14	N	N	36	60	$3,749.04	$3,749.04	Capital Lease
5/14/2013	55	Child Protection Crt	234865	985-L2	5/14/2013	WC5845P	$166.66	N	N	36	60	$5,999.76	$5,999.76	Capital Lease
4/30/2013	22	Court at Law 2	230890	985-L2	4/30/2013	WC7530P	$273.93	N	N	36	60	$9,861.48	$9,861.48	Capital Lease
5/21/2013	124	Hidalgo CO. PCT 4	233291	985-L2	5/21/2013		$162.37	N	N	36	60	$5,845.32	$5,845.32	Capital Lease
5/29/2013	180	County Clerk's Office	236793	985-L2	6/15/2013	Phaser 8570	$169.95	N	N	36	60	$6,118.20	$6,118.20	Capital Lease
7/26/2013	8	389th Dist. Court	236796	985-L2	7/26/2013	ADD ON FAX	$265.31	N	N	36	60	$9,551.16	$8,805.24	Capital Lease
7/24/2013	130	Elections	239575	985-I2	7/24/2013	WC5890	$371.04	n	n	36	60	$13,357.44	$13,357.44	Capital Lease
8/7/2013	122	Pct. 2 Adm Bldg	239296	985-L2	8/7/2013	IR-4025	$113.91	N	N	36	60	$4,100.76	$4,100.76	Capital Lease

AI-39817 **Purchasing Department 20. C. 1.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Martha Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting discussion, consideration and the approval to purchase one (1) 2013 Chevrolet Silverado 2500 HD SWD, Through the County's membership/participation with HGAC's, awarded vendor: Caldwell Chevrolet in the amount of $37,183.00, which includes administration fees & delivery through project titled: Hidalgo County Precinct #4 -"Purchase of One (1) New 2013/2014 2500 HD Silverado Pickup Truck through project # RFSQ NO: 2013-226-SGS

BACKGROUND

Reference Requisition No.: 240545, for Caldwell Country

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-431-00-124-036-0-741

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

BUDGETARY IMPACT:

Amount available for requisition# 240545 as of 8-2-13 $37,183.00 for CALDWELL COUNTRY CHEVROLET.

Attachments

Procurement Packet

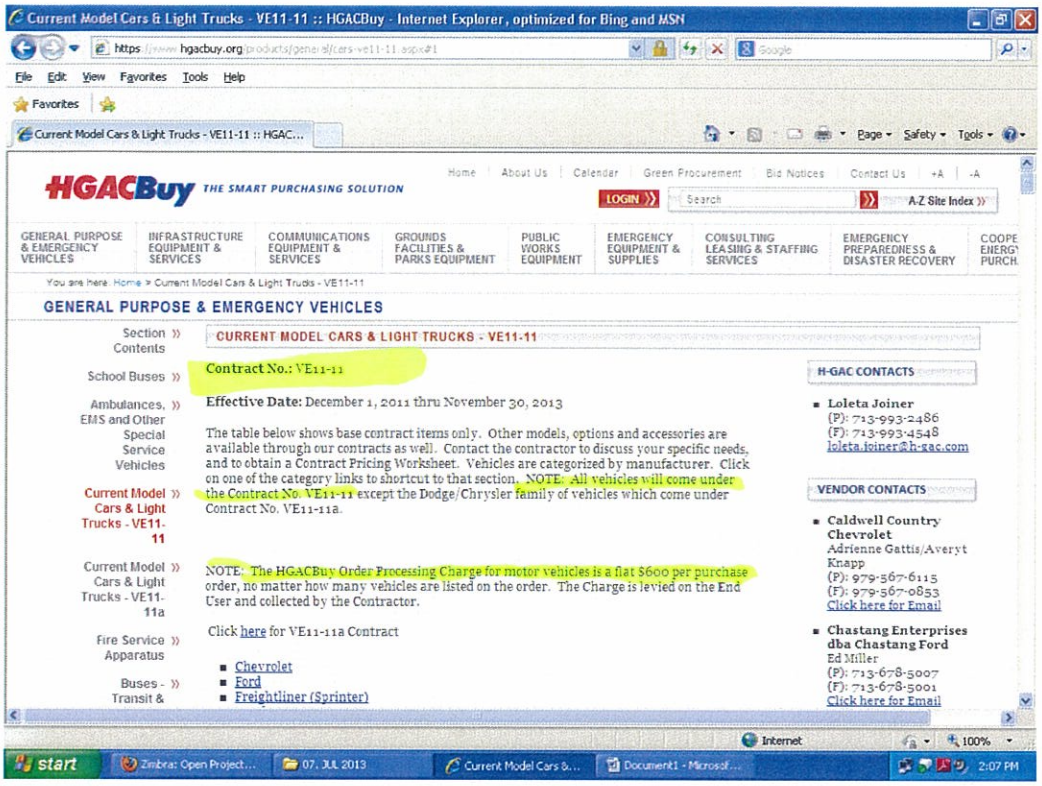
Funds available-741

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/02/2013 12:28 PM
Budget & Management	Obdett Calzada	08/02/2013 01:57 PM
Manuel Chapa	Manuel Chapa	08/02/2013 04:07 PM
Auditor's Office	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Sandy Suarez Started On: 07/22/2013 03:42 PM

Final Approval Date: 08/02/2013


Current Model Cars & Light Trucks - VE11-11 :: HGACBuy - Internet Explorer, optimized for Bing and MSN
https://www.hgacbuy.org/products/general/cars-ve11-11.aspx#1
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COMMUNICATIONS EQUIPMENT & SERVICES
GROUNDS FACILITIES & PARKS EQUIPMENT
PUBLIC WORKS EQUIPMENT
EMERGENCY EQUIPMENT & SUPPLIES
CONSULTING LEASING & STAFFING SERVICES
EMERGENCY PREPAREDNESS & DISASTER RECOVERY
COOPE ENERGY PURCH
You are here: Home > Current Model Cars & Light Trucks - VE11-11
GENERAL PURPOSE & EMERGENCY VEHICLES
Section Contents
School Buses
Ambulances, EMS and Other Special Service Vehicles
Current Model Cars & Light Trucks - VE11-11
Current Model Cars & Light Trucks - VE11-11a
Fire Service Apparatus
Buses - Transit &
CURRENT MODEL CARS & LIGHT TRUCKS - VE11-11
Contract No.: VE11-11
Effective Date: December 1, 2011 thru November 30, 2013
The table below shows base contract items only. Other models, options and accessories are available through our contracts as well. Contact the contractor to discuss your specific needs, and to obtain a Contract Pricing Worksheet. Vehicles are categorized by manufacturer. Click on one of the category links to shortcut to that section. NOTE: All vehicles will come under the Contract No. VE11-11 except the Dodge/Chrysler family of vehicles which come under Contract No. VE11-11a.
NOTE: The HGACBuy Order Processing Charge for motor vehicles is a flat $600 per purchase order, no matter how many vehicles are listed on the order. The Charge is levied on the End User and collected by the Contracter.
Click here for VE11-11a Contract
Chevrolet
Ford
Freightliner (Sprinter)
H-GAC CONTACTS
Loleta Joiner
(P): 713-993-2486
(F): 713-993-4548
loleta.joiner@h-gac.com
VENDOR CONTACTS
Caldwell Country Chevrolet
Adrienne Gattis/Averyt Knapp
(P): 979-567-6115
(F): 979-567-0853
Click here for Email
Chastang Enterprises dba Chastang Ford
Ed Miller
(P): 713-678-5007
(F): 713-678-5001
Click here for Email
Internet
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07. JUL 2013
Current Model Cars &...
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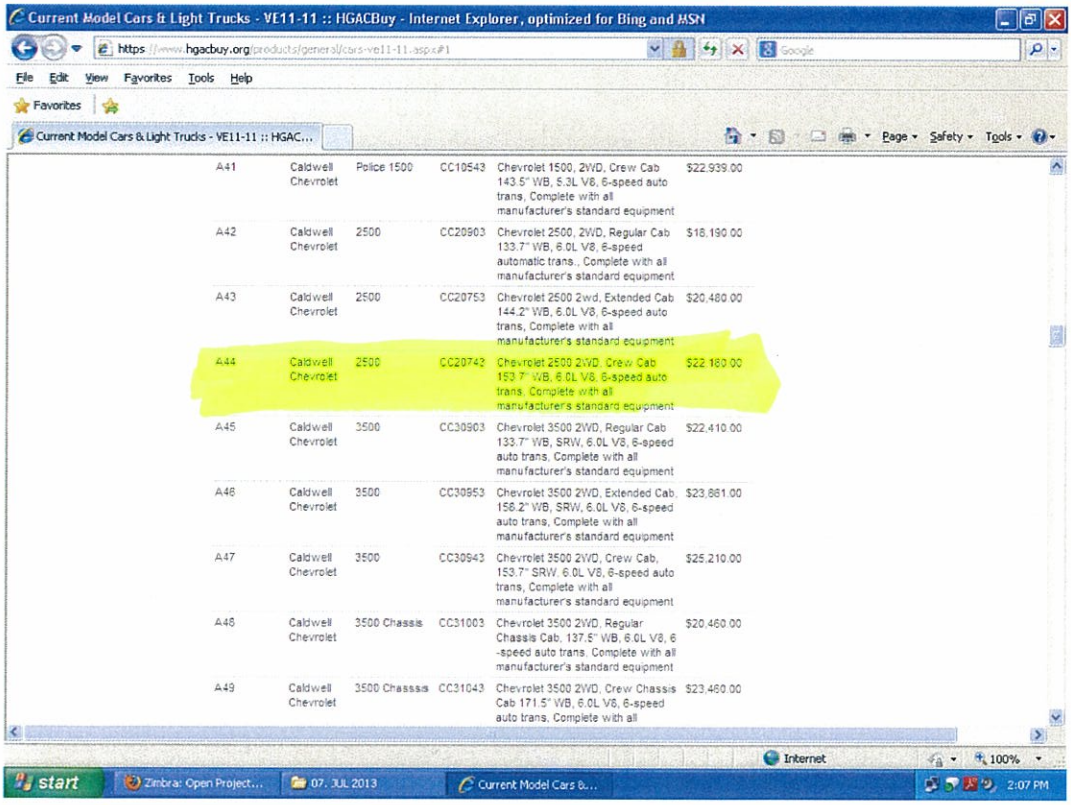
Current Model Cars & Light Trucks - VE11-11 :: HGACBuy - Internet Explorer, optimized for Bing and MSN
https://www.hgacbuy.org/products/general/cars-ve11-11.aspx#1
File Edit View Favorites Tools Help
Favorites
Current Model Cars & Light Trucks - VE11-11 :: HGAC...
Page Safety Tools
A41 Caldwell Chevrolet Police 1500 CC10543 Chevrolet 1500, 2WD, Crew Cab 143.5" WB, 5.3L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment $22,939.00
A42 Caldwell Chevrolet 2500 CC20903 Chevrolet 2500, 2WD, Regular Cab 133.7" WB, 6.0L V8, 6-speed automatic trans., Complete with all manufacturer's standard equipment $18,190.00
A43 Caldwell Chevrolet 2500 CC20753 Chevrolet 2500 2wd, Extended Cab 144.2" WB, 6.0L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment $20,480.00
A44 Caldwell Chevrolet 2500 CC20742 Chevrolet 2500 2WD, Crew Cab 153.7" WB, 6.0L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment $22,180.00
A45 Caldwell Chevrolet 3500 CC30903 Chevrolet 3500 2WD, Regular Cab 133.7" WB, SRW, 6.0L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment $22,410.00
A46 Caldwell Chevrolet 3500 CC30953 Chevrolet 3500 2WD, Extended Cab, 158.2" WB, SRW, 6.0L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment $23,861.00
A47 Caldwell Chevrolet 3500 CC30943 Chevrolet 3500 2WD, Crew Cab, 153.7" SRW, 6.0L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment $25,210.00
A48 Caldwell Chevrolet 3500 Chassis CC31003 Chevrolet 3500 2WD, Regular Chassis Cab, 137.5" WB, 6.0L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment $20,460.00
A49 Caldwell Chevrolet 3500 Chasssis CC31043 Chevrolet 3500 2WD, Crew Chassis Cab 171.5" WB, 6.0L V8, 6-speed auto trans, Complete with all $23,460.00
Internet
100%
start
Zimbra: Open Project...
07. JUL 2013
Current Model Cars &...
2:07 PM

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-11	Date Prepared:	7/25/2013

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	SANDY SUAREZ, BUYER II	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626 X-4860	Phone:	979-567-6116
Fax:	956-292-7612	Fax:	979-567-0853
Email:	SANDY.SUAREZ@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A44	Description:	2014 CHEVROLET 2500HD SILVERADO CREWCAB SWB CK20743

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 22,180.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FOUR WHEEL DRIVE 4X4	2955	40-20-40 VINYL SEATS FRONT/REAR	INCL
6.6L-DURAMAX DIESEL LML	7195	RANCH HAND STYLE GRILL GUARD GG1	633
ALLISON 1000 6-SPD AUTOMATIC MW7	1200	AMFM STEREO	INCL
LT265/70R17E ALL TERRAIN QXT	200	FULL RUBBER FLOOR	INCL
OEM HD TRAILER TOW PACKAGE	$485	TILT WHEEL	INCL
OEM INTEGRATED TRAILER BRAKE CTRL JL1	230	AIR CONDITION	INCL
LOCKING REAR AXLE DIFFERENTIAL G80	395	Subtotal From Additional Sheet(s):	
SKID PLATE SHIELD PACKAGE NZZ	150	**Subtotal B:**	13443

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SPARE TIRE LOCK SAF	20		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	20

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	940		
EXTERIOR COLOR WHITE			
		Subtotal D:	940

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 36583

Quantity Ordered:	1	X Subtotal of A + B + C + D:	36583	=	= Subtotal E:	36583

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:	90 DAYS APPX	H. Total Purchase Price (E+F+G):	37183

HGAC Form D - PRODUCT ITEM BASE OFFERING PRICES	
Offeror Name:	CALDWELL COUNTRY CHEVROLET
Invitation No.:	**VE11-11 - Current Model Cars & Light Trucks**

NOTES

1) "Required Options" (Columns H thru L) must be addressed **(See Section B, pg. 9 No. 23)** in its corresponding column below for each vehicle bid.

2) In the Column "C" below: **"Current Model Year Bid"** must show the model year of the vehicles you are offering.

3) **The Pre-Delivery and Inspection cost (PDI) shall be included as part of the Base Price, shown in column "G".**

4) Column "H" indicates the manufacturers codes for pricing required options in the order listed and in the corresponding colums (I thru L). The prices should match the pricing given in the manufacturers option catalog, including the discounts. Use this **Form D** only, because the cells automatically populate the totals.

5) Remember to submit Manufacturer Options (OEM) Catalog and answer the 5-questionson on the **Form E.**

6) Remember to bid ALL the Dealer Options on **Form F.**

A	B	C	D	E	F	G	H	I	J	K	L	M
HGAC Prod. Code	MFG.	Currnt Model Year Bid	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price	Required Option Order Codes (#1, #2, #3, #4)	Req. Option #1 in $$$	Req. Option #2 in $$$	Req. Option #3 in $$$	Req. Option #4 in $$$	Total Base Price + All Req. Options
A01	Chev.	2013	Coupe	1EE37	Chevrolet Camaro 1LS, 2-door coupe, Rear wheel drive, 3.6L Variable Valve Timing V6 with SIDI, 6-speed manual transmission, **Complete with all manufacturer's standard equipment**	$22,133.00		$895.00	$135.00			$23,163.00
A02	Chev.	2013	Law Enforcement Sedan	1EW19	Chevrolet Caprice PPV, 4-door sedan, Rear wheel drive, 6.0L V8 SFI, Automatic Transmission, **Complete with all manufacturer's standard equipment**	$25,447.00		$0.00	$0.00	$99.00	$67.00	$25,613.00
A03	Chev.	2013	Coupe	1YY07	Chevrolet Corvette, 2-door Coupe w/1LT, Rear wheel drive, 6.2L V8 SFI, 6--speed Manual Transmission, **Complete with all manufacturer's standard equipment**	$44,611.00		$1,125.00				$45,736.00
A04	Chev.	2013	Sedan	1PL69	Chevrolet Cruze, 4-door sedan, Front wheel drive, ECOTEC 1.8L Variable Valve Timing DOHC 4-cylinder, **Complete with all manufacturer's standard equipment**	$15,985.00		$895.00	$225.00	$180.00	$1,380.00	$18,665.00
A05	Chev.	2013	Sedan	1WF19	Chevrolet Impala, 4-door sedan, Front wheel drive, 3.6L V6 DOHC VVT, Automatic Transmission, **Complete with all manufacturer's standard equipment**	$18,490.00		$175.00	$0.00	**(2014 MODEL YEAR- $23,743)**		$18,665.00

A	B	C	D	E	F	G	H	I	J	K	L	M
HGAC Prod. Code	MFG.	Currnt Model Year Bid	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price	Required Option Order Codes (#1, #2, #3, #4)	Req. Option #1 in $$$	Req. Option #2 in $$$	Req. Option #3 in $$$	Req. Option #4 in $$$	Total Base Price + All Req. Options
A38	Chev.	2013	1500	CC10753	Chevrolet 1500, 2WD, Extended Cab 143.5" WB, 4.3L V6, 4-speed auto trans, **Complete with all manufacturer's standard equipment**	$19,002.00		580.00	$1,270.00	$1,818.00	$3,552.00	$26,222.00
A39	Chev.	2013	1500	CC10543	Chevrolet 1500, 2WD, Crew Cab 143.5" WB, 4.8L V8, 4-speed auto trans, **Complete with all manufacturer's standard equipment**	$22,265.00		$ .828.00	$720.00	$1,818.00		$26,631.00
A40	Chev.	2013	Hybrid 1500	CC10543	Chevrolet 1500, 2WD Hybrid Crew Cab 143.5" WB, 6.0L V8, Hybrid trans, **Complete with all manufacturer's standard equipment**	$34,520.00		50.00	$2,898.00			$37,418.00
A41	Chev.	2013	Law Enforcement 1500	CC10543	Chevrolet 1500, 2WD, Crew Cab 143.5" WB, 5.3L V8, 6-speed auto trans, **Complete with all manufacturer's standard equipment**	$22,939.00		$ .828.00	$292.00	$1,818.00	$533.00	$27,410.00
A42	Chev.	2013	2500	CC20903	Chevrolet 2500, 2WD, Regular Cab 133.7" WB, 6.0L V8, 6-speed automatic trans., **Complete with all manufacturer's standard equipment**	$18,190.00		$2,689.00	$6,475.00	$409.00		$27,763.00
A43	Chev.	2013	2500	CC20753	Chevrolet 2500 2wd, Extended Cab 144.2" WB, 6.0L V8, 6-speed auto trans, **Complete with all manufacturer's standard equipment**	$20,480.00		$2,689.00	$6,475.00	$247.00	$899.00	$30,790.00
A44	Chev.	2013	2500	CC20743	Chevrolet 2500 2WD, Crew Cab 153.7" WB, 6.0L V8, 6-speed auto trans, **Complete with all manufacturer's standard equipment**	$22,180.00	✓	$2,689.00	$6,475.00	$409.00		$31,753.00
A45	Chev.	2013	3500	CC30903	Chevrolet 3500 2WD, Regular Cab 133.7" WB, SRW, 6.0L V8, 6-speed auto trans, **Complete with all manufacturer's standard equipment**	$22,410.00		50.00	$6,475.00	$499.00	$0.00	$29,384.00
A46	Chev.	2013	3500	CC30953	Chevrolet 3500 2WD, Extended Cab, 158.2" WB, SRW, 6.0L V8, 6-speed auto trans, **Complete with all manufacturer's standard equipment**	$23,861.00		$ .881.00	$6,475.00	$409.00	$0.00	$32,626.00
A47	Chev.	2013	3500	CC30943	Chevrolet 3500 2WD, Crew Cab, 153.7" SRW, 6.0L V8, 6-speed auto trans, **Complete with all manufacturer's standard equipment**	$25,210.00		$ 659.00	$6,475.00	$0.00		$33,344.00
A48	Chev.	2013	3500 Chassis	CC31003	Chevrolet 3500 2WD, Regular Chassis Cab, 137.5" WB, 6.0L V8, 6-speed auto trans, **Complete with all manufacturer's standard equipment**	$20,460.00		$2,835.00	$6,475.00			$29,770.00
A49	Chev.	2013	3500 Chasssis	CC31043	Chevrolet 3500 2WD, Crew Chassis Cab 171.5" WB, 6.0L V8, 6-speed auto trans, **Complete with all manufacturer's standard equipment**	$23,460.00		$2,689.00	$6,475.00	$533.00		$33,157.00

2013 Chevrolet Silverado Heavy Duty Pickup

2013 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE WITH START OF 2013 MODEL YEAR PRODUCTION

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)
CC20903	2WD Regular Cab Long Box, 1WT	$29,300.00	$0.00	$29,300.00
CC31003	2WD Regular Chassis Cab, 1WT	$30,195.00	$0.00	$30,195.00
CC31403	2WD Regular Chassis Cab, Long Wheel Base, 1WT	$30,370.00	$0.00	$30,370.00
CC30903	2WD Regular Cab 1WT, SRW	$30,795.00	$0.00	$30,795.00
CC20753	2WD Extended Cab Standard Box, 1WT	$31,330.00	$0.00	$31,330.00
CC20953	2WD Extended Cab Long Box, 1WT	$31,525.00	$0.00	$31,525.00
CC30903	2WD Regular Cab 1WT	$31,575.00	$0.00	$31,575.00
CK20903	4WD Regular Cab Long Box, 1WT	$32,255.00	$0.00	$32,255.00
CC31003	2WD Regular Chassis Cab, 1LT	$32,420.00	$0.00	$32,420.00
CC20903	2WD Regular Cab Long Box, 1LT	$32,480.00	$0.00	$32,480.00
CC31403	2WD Regular Chassis Cab, Long Wheel Base, 1LT	$32,595.00	$0.00	$32,595.00
CC30903	2WD Regular Cab 1LT, SRW	$33,205.00	$0.00	$33,205.00
CC20743	2WD Crew Cab Standard Box, 1WT	$33,335.00	$0.00	$33,335.00
CK31003	4WD Regular Chassis Cab, 1WT	$33,345.00	$0.00	$33,345.00
CK31403	4WD Regular Chassis Cab, Long Wheel Base, 1WT	$33,520.00	$0.00	$33,520.00
CC20943	2WD Crew Cab Long Box, 1WT	$33,530.00	$0.00	$33,530.00
CK30903	4WD Regular Cab Long Box, 1WT, SRW	$33,750.00	$0.00	$33,750.00
CC31043	2WD Crew Cab Chassis Cab, 1WT	$33,915.00	$0.00	$33,915.00
CC30953	2WD Extended Cab Long Box, 1WT, SRW	$33,970.00	$0.00	$33,970.00
CC30953	2WD Extended Cab Long Box, 1WT	$34,265.00	$0.00	$34,265.00
CK20753	4WD Extended Cab Standard Box, 1WT	$34,285.00	$0.00	$34,285.00
CK20953	4WD Extended Cab Long Box, 1WT	$34,480.00	$0.00	$34,480.00
CK30903	4WD Regular Cab Long Box, 1WT	$34,530.00	$0.00	$34,530.00
CC30903	2WD Regular Cab 1LT	$34,620.00	$0.00	$34,620.00
CC20753	2WD Extended Cab Standard Box, 1LT	$35,005.00	$0.00	$35,005.00
CC20953	2WD Extended Cab Long Box, 1LT	$35,200.00	$0.00	$35,200.00
CK31003	4WD Regular Chassis Cab, 1LT	$35,545.00	$0.00	$35,545.00
CK20903	4WD Regular Cab Long Box, 1LT	$35,605.00	$0.00	$35,605.00
CC30743	2WD Crew Cab Std Box 1WT SRW	$35,605.00	$0.00	$35,605.00
CK31403	4WD Regular Chassis Cab, Long Wheel Base, 1LT	$35,720.00	$0.00	$35,720.00
CC30943	2WD Crew Cab Long Box, 1WT, SRW	$35,800.00	$0.00	$35,800.00
CK20743	4WD Crew Cab Standard Box, 1WT	$36,290.00	$0.00	$36,290.00
CC30943	2WD Crew Cab Long Box, 1WT	$36,330.00	$0.00	$36,330.00
CK30903	4WD Regular Cab Long Box, 1LT, SRW	$36,330.00	$0.00	$36,330.00
CK20943	4WD Crew Cab Long Box, 1WT	$36,485.00	$0.00	$36,485.00
CK31043	4WD Crew Cab Chassis Cab, 1WT	$36,870.00	$0.00	$36,870.00
CK30953	4WD Extended Cab Long Box, 1WT, SRW	$36,925.00	$0.00	$36,925.00
CC20743	2WD Crew Cab Standard Box, 1LT	$36,950.00	$0.00	$36,950.00
CC30953	2WD Extended Cab Long Box, 1LT, SRW	$37,015.00	$0.00	$37,015.00
CC20943	2WD Crew Cab Long Box, 1LT	$37,145.00	$0.00	$37,145.00
CK30953	4WD Extended Cab Long Box, 1WT	$37,220.00	$0.00	$37,220.00
CC31043	2WD Crew Cab Chassis Cab, 1LT	$37,280.00	$0.00	$37,280.00
CK30903	4WD Regular Cab Long Box, 1LT	$37,745.00	$0.00	$37,745.00
CC30953	2WD Extended Cab Long Box, 1LT	$38,320.00	$0.00	$38,320.00
CK20753	4WD Extended Cab Standard Box, 1LT	$38,350.00	$0.00	$38,350.00
CK20953	4WD Extended Cab Long Box, 1LT	$38,545.00	$0.00	$38,545.00
CK30743	4WD Crew Cab Std Box 1WT SRW	$38,560.00	$0.00	$38,560.00
CC30743	2WD Crew Cab Std box, 1LT SRW	$38,655.00	$0.00	$38,655.00
CK30943	4WD Crew Cab Long Box, 1WT, SRW	$38,755.00	$0.00	$38,755.00
CC30943	2WD Crew Cab Long Box, 1LT, SRW	$38,850.00	$0.00	$38,850.00
CK30943	4WD Crew Cab Long Box, 1WT	$39,285.00	$0.00	$39,285.00
CK30953	4WD Extended Cab Long Box, 1LT, SRW	$40,215.00	$0.00	$40,215.00
CK20743	4WD Crew Cab Standard Box, 1LT	$40,245.00	$0.00	$40,245.00
CC20753	2WD Extended Cab Standard Box, LTZ	$40,325.00	$0.00	$40,325.00
CC30943	2WD Crew Cab Long Box, 1LT	$40,400.00	$0.00	$40,400.00
CK31043	4WD Crew Cab Chassis Cab, 1LT	$40,430.00	$0.00	$40,430.00
CK20943	4WD Crew Cab Long Box, 1LT	$40,440.00	$0.00	$40,440.00
CC20953	2WD Extended Cab Long Box, LTZ	$40,520.00	$0.00	$40,520.00
CC30953	2WD Extended Cab Long Box, LTZ	$41,375.00	$0.00	$41,375.00
CK30953	4WD Extended Cab Long Box, 1LT	$41,520.00	$0.00	$41,520.00
CC30953	2WD Extended Cab Long Box, LTZ, SRW	$41,635.00	$0.00	$41,635.00
CK30743	4WD Crew Cab Std Box 1LT SRW	$41,805.00	$0.00	$41,805.00
CK30943	4WD Crew Cab Long Box, 1LT, SRW	$42,000.00	$0.00	$42,000.00
CC20743	2WD Crew Cab Standard Box, LTZ	$42,670.00	$0.00	$42,670.00
CC20943	2WD Crew Cab Long Box, LTZ	$42,865.00	$0.00	$42,865.00
CC30743	2WD Crew Cab Std Box LTZ SRW	$43,445.00	$0.00	$43,445.00
CK20753	4WD Extended Cab Standard Box, LTZ	$43,475.00	$0.00	$43,475.00
CK30943	4WD Crew Cab Long Box, 1LT	$43,550.00	$0.00	$43,550.00
CC30943	2WD Crew Cab Long Box, LTZ, SRW	$43,640.00	$0.00	$43,640.00
CK20953	4WD Extended Cab Long Box, LTZ	$43,670.00	$0.00	$43,670.00
CC30943	2WD Crew Cab Long Box, LTZ	$43,985.00	$0.00	$43,985.00
CK30953	4WD Extended Cab Long Box, LTZ	$44,525.00	$0.00	$44,525.00
CK30953	4WD Extended Cab Long Box, LTZ, SRW	$44,785.00	$0.00	$44,785.00
CK20743	4WD Crew Cab Standard Box, LTZ	$45,820.00	$0.00	$45,820.00

the difference between a 2wd & 4wd- is $2995.00

$2995.00

	VML	Sliding Bed Divider		$330.00	$0.00	$330.00
	VMM	Overhead Rack / Bed Divider		$600.00	$0.00	$600.00
	VPB	Tonneau Cover-Soft		$605.00	$0.00	$605.00
	VQG	Protection Package		$290.00	$0.00	$290.00
	VQK	Molded Splash Guards		$160.00	$0.00	$160.00
	VQT	Tonneau Cover-Hard Folding-Base Vinyl Cover	Standard Box	$880.00	$0.00	$880.00
	VQT	Tonneau Cover-Hard Folding-Base Vinyl Cover	Long Box	$925.00	$0.00	$925.00
	VXH	6" Tubular Chromed Assist Steps	Reg Cabs	$620.00	$0.00	$620.00
	VXH	6" Tubular Chromed Assist Steps	Crew/Extended Cabs	$700.00	$0.00	$700.00
	VXJ	3" Tubular Chromed Assist Steps		$505.00	$0.00	$505.00
	VZX	Skid Resistant Bedliner		$380.00	$0.00	$380.00
	VZZ	Aluminum Toolbox		$550.00	$0.00	$550.00
	W84	Wheel Theft Deterrent		$220.00	$0.00	$220.00
Engine/Transmission Equipment:						
	FHV	Bi-Fuel Compressed Natural Gas (CNG) System	2500 Extended Cabs only	$11,000.00	$0.00	$11,000.00
	LC8	Engine: Hardened Vortec 6.0L V8 SFI Gaseous	Requires FHV	$0.00	$0.00	$0.00
	LML	Duramax 6.6L Diesel		$7,195.00	$0.00	$7,195.00
	MW7	Allison 6-Speed Automatic Transmission		$1,200.00	$0.00	$1,200.00
	V10	Grille Cover, Cold Weather		$55.00	$0.00	$55.00
Exterior:						
	A60	Locking Tailgate with EZ Lift	Fleet Only	$95.00	$0.00	$95.00
	AJ1	Glass - Tinted	Regular Cab	$100.00	$0.00	$100.00
	AJ1	Glass - Tinted	Extended Cab	$150.00	$0.00	$150.00
	AJ1	Glass - Tinted	Crew Cab	$200.00	$0.00	$200.00
	BJA	Fuel Fill Kit	&N2M / N2L	$35.00	$0.00	$35.00
	BJA	Fuel Fill Kit	& N2N	$50.00	$0.00	$50.00
	CGN	Spray-on Bed Liner	2500/3500 Crew Cab only	$475.00	$0.00	$475.00
	DF2	Mirrors, High-Visibilty Camper Style		$70.00	$0.00	$70.00
	DPN	Camper Style Mirrors	w/ 1LZ	$55.00	$0.00	$55.00
	DPN	Camper Style Mirrors	w/ 1LT	$240.00	$0.00	$240.00
	T96	Fog Lamps	Fleet Only	$140.00	$0.00	$140.00
	TRW	Roof Mounted Lamp Provision		$30.00	$0.00	$30.00
	U01	Lamps, Smoked Amber Roof Marker		$55.00	$0.00	$55.00
	YF2	Ambulance Package		$355.00	$0.00	$355.00
	ZW9	Pickup Box Delete	3500 w/o JL1 / Z82	($1,120.00)	$0.00	($1,120.00)
	ZW9	Pickup Box Delete	2500 & 1LZ w/o JL1 / Z82	($1,120.00)	$0.00	($1,120.00)
	ZW9	Pickup Box Delete	2500 & 1LZ & JL1; 3500 w/ JL1	($920.00)	$0.00	($920.00)
	ZW9	Pickup Box Delete	2500 1WT/1LT	($665.00)	$0.00	($665.00)
Interior:						
	A48	Window, Power Rear Sliding		$250.00	$0.00	$250.00
	A95	Front Bucket Seats w/Cloth		$995.00	$0.00	$995.00
	A95	Front Reclining Bucket Seats - Leather		$1,795.00	$0.00	$1,795.00
	AG1	8-Way Power Driver Seat		$295.00	$0.00	$295.00
	ASF	Side Curtain and Seat Mounted Side Impact Air Bag		$395.00	$0.00	$395.00
	AU3	Power Door Locks w/Remote Keyless Entry	Regular Cab	$405.00	$0.00	$405.00
	AU3	Power Door Locks w/Remote Keyless Entry	Extended Cab	$445.00	$0.00	$445.00
	AZ3	Front Split Bench Seats - Leather		$1,095.00	$0.00	$1,095.00
	B30	Carpeting, Color Keyed		$100.00	$0.00	$100.00
	BG9	Vinyl Floor Covering		$0.00	$0.00	$0.00

	C49	Rear Window Defogger		$175.00	$0.00	$175.00
	CF5	Power Sliding Sunroof		$995.00	$0.00	$995.00
	DD8	Inside Rearview Mirror - Auto-Dimming	2500	$60.00	$0.00	$60.00
	KB6	Heated / Cooled front Seats		$650.00	$0.00	$650.00
	KB6	Heated / Cooled Front Seats		$650.00	$0.00	$650.00
	U2J	XM Radio Delete	Fleet Only	($100.00)	$0.00	($100.00)
	U2K	XM Satellite Radio	w/ 1WT	$195.00	$0.00	$195.00
	U42	Rear Seat Entertainment System	w/1LZ	$1,480.00	$0.00	$1,480.00
	UE0	OnStar Delete	&FLT/GAM	($85.00)	$0.00	($85.00)
	UE1	OnStar	w/ 1WT	$295.00	$0.00	$295.00
	UPF	Bluetooth for Phone Package	1LT w/ Fleet or GAM	$175.00	$0.00	$175.00
	UPF	Bluetooth For Phone Package	1WT	$230.00	$0.00	$230.00
	UQA	Bose Premium Sound System		$500.00	$0.00	$500.00
	US8	AM/FM Stereo w/ CD Player	w/ 1WT	$170.00	$0.00	$170.00
	UUN	AM/FM Stereo w/ 6-Disc & USB Port	w/ 1LZ	$300.00	$0.00	$300.00
	UVC	Rear View Camera System		$450.00	$0.00	$450.00
	UYS	Navigation		$2,250.00	$0.00	$2,250.00
Mechanical:						
	G80	Locking Rear Differential		$395.00	$0.00	$395.00
	GT5	4.10 Ratio Rear Axle	excludes CC30903 w/SRW	$100.00	$0.00	$100.00
	GTY	Wide-Track Rear Axle		$190.00	$0.00	$190.00
	JL1	Brakes, Trailering		$230.00	$0.00	$230.00
	K05	Engine Block Heater	w/o LML	$90.00	$0.00	$90.00
	K76	Dual 125 AMP Alternator	w/o VYU	$270.00	$0.00	$270.00
	KW1	160 Amp Alternator	w/o VYU	$75.00	$0.00	$75.00
	N2L	Front Fuel Tank Delete	Chassis Cabs	($50.00)	$0.00	($50.00)
	N2M	Rear Fuel Tank Delete	Chassis Cabs	($100.00)	$0.00	($100.00)
	NQF	Electronic Shift Transfer Case	1WT, Fleet and Govt. only	$200.00	$0.00	$200.00
	NZZ	Skid Plates		$150.00	$0.00	$150.00
	TP2	Battery, Heavy Duty		$135.00	$0.00	$135.00
	UB7	Performance Package, Higher Payload		$595.00	$0.00	$595.00
	UF3	High Idle Switch		$200.00	$0.00	$200.00
	UY2	Wiring Provision		$35.00	$0.00	$35.00
	VYU	Snow Plow Prep Package	1WT/1LT w/o LML	$285.00	$0.00	$285.00
	VYU	Snow Plow Prep Package	1WT/1LT w/ LML	$495.00	$0.00	$495.00
	Z71	Off Road Suspension Package	w/ VYU	$200.00	$0.00	$200.00
	Z71	Off Road Suspension	w/o VYU	$295.00	$0.00	$295.00
	Z82	H.D. Trailering Equipment	w/ 1WT or 1LT w/o G80	$485.00	$0.00	$485.00
	Z82	H.D. Trailering Equipment	w/ 1WT or 1LT & G80	$880.00	$0.00	$880.00
SEO Options:						
	4GM	Tire, Spare LT265/70R18 On-Off Road	W/ E63	$19.00	$0.00	$19.00
	4GM	Tire, Spare LT265/70R18 On-Off Road	w/ ZW9	$305.00	$0.00	$305.00
	5B5	Power Windows, Mirrors & Locks	Crew Cab	$593.00	$0.00	$593.00
	5B5	Power Windows, Mirrors & Locks	Regular Cab	$920.00	$0.00	$920.00
	5B5	Power Windows, Mirrors & Locks	Extended Cab	$999.00	$0.00	$999.00
	5H1	2 Additional Spare Keys		$45.00	$0.00	$45.00
	5H5	Fire Extinguisher		$40.00	$0.00	$40.00
	5H6	Safety Reflector Triangle Kit		$40.00	$0.00	$40.00
	5Q1	Tail Lamp Delete		($23.00)	$0.00	($23.00)
	5V1	Carrier with Spare Wheel - No Tire		$118.00	$0.00	$118.00
	5Z4	Spare Wheel and Carrier Delete		($42.00)	$0.00	($42.00)

	6C5	Battery, Single 730 CCA		$57.00	$0.00	$57.00
	6P3	Mirrors, Camper: Power Remote		$243.00	$0.00	$243.00
	7Z1	High Note Horn		$20.00	$0.00	$20.00
	8F2	Ornamentation Delete		$0.00	$0.00	$0.00
	8Q3	Rear Seat Delete		($304.00)	$0.00	($304.00)
	8S3	Back-Up Alarm		$138.00	$0.00	$138.00
	8V2	Jack and Tools Delete		($18.00)	$0.00	($18.00)
	8X1	Label, Fasten seat Belts		$2.00	$0.00	$2.00
	9B9	Governor, 70-MPH		$10.00	$0.00	$10.00
	9L3	Spare Tire Delete		($45.00)	$0.00	($45.00)
	9L4	Power Supply, 12 Volt		$172.00	$0.00	$172.00
	9M4	Decal and Nameplate Delete, Tailgate		$0.00	$0.00	$0.00
	9R1	Pickup Box Decal Delete		$0.00	$0.00	$0.00
	9R4	Body Side Molding Delete		$0.00	$0.00	$0.00
	9S1	Driver and Front Passenger Vinyl Seats		$0.00	$0.00	$0.00
	9U3	Seats, Individual Cloth		$0.00	$0.00	$0.00
	9U5	Tail Lamp, Single Bulb		$0.00	$0.00	$0.00
	9V5	Paint, Woodland Green		$0.00	$0.00	$0.00
	9V9	Paint, Doeskin Tan		$0.00	$0.00	$0.00
	9W3	Paint, Wheatland Yellow		$0.00	$0.00	$0.00
	9W4	Paint, Tangier Orange		$0.00	$0.00	$0.00
	AU0	Keyless Remote Door Lock	w/ 5B5	$240.00	$0.00	$240.00
	SFW	Back-UP Alarm Calibration		$10.00	$0.00	$10.00
	TGK	Special Paint w/o 9V*/9W*		$300.00	$0.00	$300.00
Wheels/Tires:						
	PYN	18" Painted Steel Wheel	Fleet and Govt orders	($350.00)	$0.00	($350.00)
	PYP	17" Chrome Clad Wheels		$310.00	$0.00	$310.00
	PYS	20" Forged Polished Aluminum	w/ 1LZ	$850.00	$0.00	$850.00
	PYS	20" Forged Polished Aluminum	w/ 1LT	$1,395.00	$0.00	$1,395.00
	PYT	18" Painted Steel Wheel	w/ 1LT Govt/Fleet orders only	($150.00)	$0.00	($150.00)
	PYT	18" Painted Steel Wheels	w/ 1WT	$295.00	$0.00	$295.00
	PYV	18" Forged Polished Aluminum	w/ 1LT	$545.00	$0.00	$545.00
	QFC	LT265/60R20E All Terrain	w/ PYS	$0.00	$0.00	$0.00
	QGM	All Terrain BW Tires	1 ton	$150.00	$0.00	$150.00
	QGM	All Terrain BW Tires	C*20**3	$200.00	$0.00	$200.00
	QWF	LT265/70R18E AS BW	w/ PYT / PYV	$0.00	$0.00	$0.00
	QXT	All Terrain BW Tires		$200.00	$0.00	$200.00
	QZT	All Terrain Blackwall	1 ton models	$150.00	$0.00	$150.00
	RS7	17" Forged Polished Aluminum Wheels	3500 1LT	$575.00	$0.00	$575.00
	ZGM	Spare Tire, All Terrain BW	w/ ZW9	$382.00	$0.00	$382.00
	ZHQ	Spare Tire All Season BW	w/ ZW9	$334.00	$0.00	$334.00
	ZQO	Spare Tire,Highway	C*30**3 w/ ZW9 or C*31**3	$382.00	$0.00	$382.00
	ZWF	Spare Tire, All Season	& ZW9	$360.00	$0.00	$360.00
	ZXT	Spare Tire All Terrain BW	w/ ZW9	$382.00	$0.00	$382.00
	ZZT	Spare LT235/80R17E All Terrain	w/ ZW9 or Chassis Cab model	$382.00	$0.00	$382.00

REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin.

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.

(c) Manufacturer's Suggested Retail Prices, Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

GM PRICING AND DISCOUNTS ARE SUBJECT TO CHANGE AT THE DISCRETION OF GENERAL MOTORS

♦ Revised October 25, 2012

https://www.autopartners.net/apps/pricing/Schedules/Pages 12/6/2012

H-GAC 'Form - F' - Dealer Option Pricing

Offeror Name:	CALDWELL COUNTRY CHEVROLET
Invitation No.:	**VE11-11 - Cars and Light Trucks**

Notes:

1) Bid each Option offering on a single separate line, using the appropriate underlying H-GAC Product Code, in Column "A"
2) Use a single **Form F. (Use those Dealer Options listed in Section B. Also, see Addendum #1 for additional changes.)**
3) Bidder must provide Manufacturer & Make in Column C.
4) Bidder must provide Model No. or Part No. in Column "D".
5) Add/Insert additional lines as necessary.

A	B	C	D	E	F
H-GAC Product Code (Form D)	**Option # (From Section B Listing)**	**Manufacturer & Make**	**Model / Order or Part #**	**OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in specification)**	**Offered Price**
A01	72	GMPP	MAJOR GUARD	4 YEARS/72,000 MILES @ $0 DEDUCTIBLE	$ 1,195.00
	29	GO INDUSTRIES	38010	PUSH BUMPER (WELDED UNIT)	$ 375.00
	53	UPFIT-TRANS	DELIVERY	DELIVERY CHARGE PER MILE TO UPFITTER	$ 2.85
	57	MANUALS	SHOP	SERVICE & PARTS MANUALS	$ 725.00
A02	5	KERR	KCP80	80 amp front power management system with 5 ignition and 6 battery connections and 12 ground	$ 160.00
	5	KERR	KPDIST	100 amp front and rear power management systems includes 2 fuse panels, circuit breakers and colour coded, labeled wiring	$ 408.00
	5	KERR	KWIRE-EXT	Extension of 6J7, 6J3 and 6J4 to the rear trunk or cargo area NOTE: must order SEO 6J7, 6J3 and 6J4 or SEO equivalent	$ 136.00
	5	KERR	K721P	Dash panel pass through grommet	$ 34.00
	5	KERR	KZBM	Equipment/battery minder allows time out from 15 minutes to 4 hours	$ 227.00
	5	KERR	KT6F5	10 Wire roof wiring harness with OE roof grommet NOTE: must order SEO 6J5/6B7	$ 170.00
	5	KERR	K6J7RF	Separate front from rear flasher on SEO 6J7 (must order SEO 6J7)	$ 105.00
	67	KERR	KBAG	Passenger disable air bag switch convenient for items such as laptops which impede air bag zone	$ 296.00
	67	KERR	KEMGLOC	permits unlocking of rear passenger doors in the event of electrical failure allowing access to the rear occupants per door NOTE: price is shown per door please specify which door	$ 155.00
	67	KERR	KTBDP	Level 3 ballistic door panels for front driver and passenger only NOTE: price is shown per door please specify which door	$ 1,797.00
	68	KERR	KCPLT	Console mounting platform (floor plate and leg kit) - NOTE: available on 9C1 only	$ 353.00
	68	KERR	KON-ARM	Armrest NOTE: must order a console or console mounting platform	$ 214.00
	5	KERR	K12VA	3-outlet power plug (12 volt) mounted outside the console	$ 143.00
	68	KERR	KDUC	Under Dash Console	$ 600.00
	6	KERR	KMAP12	12" gooseneck map light - LED (must specify length)	$ 166.00
	8	KERR	KSPEAK	100 watt siren speaker (must order option 6J3)	$ 307.00
	6	KERR	KCRN-LED	LED corner modules mounted in head and tail lamps available in red, white, blue, amber	$ 837.00

	16	UNITY BY GENERAL BODY	325	SPOT LIGHT UNITY / PER SIDE	$	412.00
	16	GENERAL BODY	CMPLITE	Lights inside each compartment 1 master switch	$	687.00
	16	GENERAL BODY	LEDLITE	LED light upgrade	$	165.00
	16	GENERAL BODY	WRKLIT4E	2 work lights on head rack	$	319.00
	17	TOMMYGATE BY GENERAL BODY	60-1040 TP	TOMMYGATE 60-1040 TP LIFTGATE 1000LB. CAPACITY W/58"X27" PLATFORM	$	2,363.00
	17	TOMMYGATE BY GENERAL BODY	60-1040F11 TP	TOMMYGATE 60-1040F11 TP LIFTGATE 1000LB. CAPACITY W/2PC 58"X38" PLATFORM	$	2,561.00
	17	TOMMYGATE BY GENERAL BODY	60-1340 TP	TOMMYGATE 60-1340 TP LIFTGATE 1300LB. CAPACITY W/58"X27" PLATFORM	$	2,508.00
	17	TOMMYGATE BY GENERAL BODY	60-1340F11 TP	TOMMYGATE 60-1340F11 TP LIFTGATE 1300LB. CAPACITY W/2PC 58"X38" PLATFORM	$	2,706.00
	17	TOMMYGATE BY GENERAL BODY	54-1040 TP	TOMMYGATE 54-1040 TP LIFTGATE 1000LB. CAPACITY W/ 52"X27" PLATFORM	$	2,583.00
	17	TOMMYGATE BY GENERAL BODY	54-1040F11 TP	TOMMYGATE 54-1040 F11 TP LIFTGATE 1000LB. CAPACITY W/ 2PC 52"X38" PLATFORM	$	2,739.00
	17	TOMMYGATE BY GENERAL BODY	54-1340 TP	TOMMYGATE 54-1340 TP LIFTGATE 1300LB. CAPACITY W/ 52"X27" PLATFORM	$	2,634.00
	17	TOMMYGATE BY GENERAL BODY	54-1340F11 TP	TOMMYGATE 54-1340 F11 TP LIFTGATE 1300LB. CAPACITY W/ 2PC 52"X38" PLATFORM	$	2,843.00
	17	TOMMYGATE BY GENERAL BODY	91-1050 TP42	TOMMYGATE 91-1050 TP42 LIFTGATE 1000LB. CAPACITY 87"x42" PLATFORM	$	3,289.00
	17	TOMMYGATE BY GENERAL BODY	91-1350 TP42	TOMMYGATE 91-1350 TP42 LIFTGATE 1300LB. CAPACITY 87"x42" PLATFORM	$	3,463.00
	18	GENERAL BODY	BED LINER	SPRAY IN BED LINER, SPECIFY UNDER OR OVER RAIL	$	412.00
	18	GENERAL BODY	SPRBED	Spray in Bed Liner Cargo Area of Service body	$	687.00
	19	GENERAL BODY	BBP8R	Bumper to Bumper Pipe Rack 8ft Flat Bed Reg Cab	$	2,157.00
	19	GENERAL BODY	BBP8C	Bumper to Bumper Pipe Rack 8ft Flat Bed Crew Cab	$	2,352.00
	19	GENERAL BODY	RGP	Rear Goal Post w/Front Storage Pockets	$	533.00
	20 ✓	GENERAL BODY	GG1 ✓	RANCH HAND STYLE GRILL GUARD	$	633.00 ✓
	21	RKI BY GENERAL BODY	WG15	RAWSON KOENIG LOUVERED WHITE HEADACHE RACK	$	434.00
	23	RKI BY GENERAL BODY	C63	RAWSON KOENIG WHITE STEEL SINGLE LID CROSS BODY TOOL BOX	$	682.00
	23	RKI BY GENERAL BODY	C63A	RAWSON KOENIG ALUMINUM SINGLE LID CROSS BODY TOOL BOX	$	759.00
	23	GENERAL BODY	TOPSIDE 72	TOP SIDE ON THE DECK BOX 16.5"X12.5"X 72" STEEL	$	759.00
	23	GENERAL BODY	TOPSIDE 78	TOP SIDE ON THE DECK BOX 16.5"X12.5"X 78" STEEL	$	803.00
	23	GENERAL BODY	TOPSIDE 90	TOP SIDE ON THE DECK BOX 16.5"X12.5"X 90" STEEL	$	836.00
	23	GENERAL BODY	TOPSIDE 96	TOP SIDE ON THE DECK BOX 16.5"X12.5"X 96" STEEL	$	852.00
	23	GENERAL BODY	TOPSIDE 72A	TOP SIDE ON THE DECK BOX 16.5"X12.5"X 72" ALUMINUM	$	836.00
	23	GENERAL BODY	TOPSIDE 90A	TOP SIDE ON THE DECK BOX 16.5"X12.5"X 90" ALUMINUM	$	863.00
	23	GENERAL BODY	TOPSIDE 96A	TOP SIDE ON THE DECK BOX 16.5"X12.5"X 96" ALUMINUM	$	874.00

Account Inquiry - FAINQ01A 7/25/12 9:00 am

Account No 3-1336-431-00-124-036-0-741 Accounting Period 13 Period YTD 330754 pg 07 1 1 1

Acct. Year 13 Previous Year Info. Description CO2006-PCT4 DRAIN IMPRV PRJ-VEHICLES

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
07	.00	37,183.00	.00	.00	37,183.00
YTD	.00	37,183.00	.00	.00	37,183.00
PRE	.00	.00	.00	.00	.00
TOT	.00	37,183.00	.00	.00	37,183.00

Prct 4
08/01/13

AI-39821 **Purchasing Department** **20. D. 1.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Hon. Lupe Trevino, HC Sheriff **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of low bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Sheriff's Office- "Pest Control Services for HC Adult Detention Facility, Law Enforcement Center, Academy, Etc." through project No.: 2013-146-06-26-SGS.

BACKGROUND

1. Contract will commence on January 01, 2014
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-002-0-425

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

BUDGETARY IMPACT:

No funds available at this time (under prog 002).

Available balance as of 7-31-13 under 3-1100-421-00-280-001-0-425 $1,000 (prog 001)

It will be a 2014 project

Attachments

Recommendations, tab & participation sheet

CONTRACT

legal email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2013 04:21 PM
Budget & Management	Obdett Calzada	07/26/2013 04:34 PM
Manuel Chapa	Manuel Chapa	07/31/2013 09:30 AM
Auditor's Office	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Sandy Suarez Started On: 07/23/2013 08:53 AM

Final Approval Date: 08/02/2013

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

RECEIVED
JUL 05 2013
By

TO: Lt Richard Ozuna. III
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: **July 01, 2013**

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. 2013-146-06-26-SGS-Hidalgo County Sheriff's Office-"Pest Control Services for all Sheriff's Office Facilities (Jail-Law Enforcement-Academy-Etc"

We have received **four (4)** responses for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the low bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, July 09, 2013 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, July 30, 2013.**

Indicate the name of the Vendor(s) in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:

Please AWARD Contract To lowest Bid.
Pro-Tech Pest Control

Budget Acct No.: 3-1100-423-21-280-002-0-425

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Gabriel Castañeda	H.C.S.O.	7/5/13

Enclosures

RECEIVED
JUL 05 2013
By

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: JUNE 26, 2013	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: " Pest Control Services For All Sheriff's Office Facilities"

BID NO: 2013-146-06-26-SGS	**BUYER: SANDY SUAREZ**	
NAME OF COMPANY	**TOTAL PRICE PER MONTH**	
1.) **Pro-Tech Pest Control**	**$ 530.00**	
	Additional sites:	$ 0.15 per sq. ft.
2.) Kill A Bug Bug	$ 770.00	
	Additional sites:	$ .005 per sq ft.
3.) Mid Valley Pest Control	$ 800.00	
	Additional sites:	$ 0.05 per sq ft.
4.) Bug Off Pest Control	$ 1575.00	
	Additional sites:	$ .045 per sq ft. (minimum of $45.00)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: JUNE 26, 2013 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO SHERIFF'S OFFICE-PEST CONTROL SERVICES for all Facilities (jail-law enforcement-academy etc.) BID NO.: 2013-146-06-26-SGS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.) JACKSON PEST CONTROL ATTN: ELVA JACKSON	BLM	Sandy Suarez	06/10/13	2202 Point W. Drive Edinburg, Tx 78539 956-381-8015 (mail out)
2.) ESPARZA PEST CONTROL ATTN: EMILIO	EMAIL	Sandy Suarez	06/10/13	P.O. Box 1146 Edinburg, Tx 78540 956-383-4621 emilio@esparzapc.com
3.) VALLEY'S BEST PEST CONTROL ATTN: MR. WILSON	BLM	Sandy Suarez	06/10/13	13912 N. Inspiration Rd Mission,Tx 78574 956-581-3165 (mail out)
4.) SOUTH TEXAS INSECT CONTROL ATTN: ISIDRO GARZA	EMAIL	Sandy Suarez	06/10/13	4311 N. 10th St., F7 Mcallen, Tx 78504 956-630-1918 southtexasinsect@att.net
5.) SOLIS PEST CONTROL ATTN: ENRIQUE SOLIS	EMAIL	Sandy Suarez	06/10/13	1913 Point West Dr. Edinburg, Tx 78539 956-383-8538 henrysolis13@sbcglobal.net
6.) SAFEGUARD PEST CONTROL ATTN: JUAN MTZ.	EMAIL	Sandy Suarez	06/10/13	8010 Westway Dr., Ste 3 Harlingen, Tx 78552 956-686-7233 jmmspc1@gmail.com
7.) ORKIN EXTERMINATING CO. ATTN: JOHN ZAMORA	BLM	Sandy Suarez	06/10/13	222 Hanmore Blvd Harlingen, Tx 78550 956 423-7191 branch874@rollins.com
8) MID-VALLEY PEST CONTROL ATTN: BENITO CAMPOS or MARTHA MARTINEZ	EMAIL	Sandy Suarez	06/10/13	8002 E. Curry Edinburg, Tx 78539 956-383-2651 (Office) 956-287-7717 (Fax) mvpc1234@yahoo.com
9.) BUG OFF PEST CONTROL ATTN: TOMMY CANTU	EMAIL	Sandy Suarez	06/10/13	2020 W. Nolana Mcallen, Tx 78504 959-631-5312 bugoff4982@yahoo.com
10.) ABC INSECT CONTROL ATTN: ALEX GUTIERREZ	**BIM**	Sandy Suarez	06/11/13	2229 West Houston St. Mcallen, Tx 78501 956-682-8552 956-631-4785 Fax (mail out)
11) CROP PRODUCTION SERVICES, INC. ATTN: KAREN DERRYBERRY	**EMR**	Sandy Suarez	06/12/13	karen.derryberry@cpsagu.com

12) KILL A BUG ATTN: ROBERT SANCHEZ	**IP**	Sandy Suarez	06/14/13	4913 S. 24th St. McAllen, TX. 78504 956-655-1698 killabugpc@yahoo.com
13) PT Pest Control ATTN: RAUL MARTINEZ	**EMR**	Sandy Suarez	06/18/13	PO Box 4254 McAllen, TX 78502 Raul@protechbugs.com ptpestcontrol@hotmail.com
14) ECOLAB ATTN: SCOTT MOHLER	**EMR**	Sandy Suarez	06/18/13	370 Wabasha St. North St Paul, MN. 55102 651-293-2975 F 651-293-2682 Scott.mohler@ecolab.com
15) Terminex Attn: Juan Aranda #2410 Branch Mgr.		Next project		8002 Westway Dr. Harlingen, TX 78552 956-605-0227 F 901-597-0900 jaranda@terminex.com

***VIA: IN PERSON (IP)**
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
COMPARISION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE		
BID OPENING DATE: JUNE 26, 2013	**BID OPENING TIME: 9:30 A.M.**	
DESCRIPTION OF BID: " PEST CONTROL SERVICES"		
BID NO: 2013-146-06-26-SGS	**BUYER: SANDY SUAREZ**	
CURRENT CONTRACT	PROPOSED BIDDER	**DIFFERENCE**
1.) Mid-Valley Pest Control	2.) Pro-Tech Pest Control.	$ 195.00
Monthly Fee	Monthly Fee	
$725.00	**$ 530.00**	

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-146-08-06

THIS CONTRACT is made and entered into this **06th** day of **AUGUST, 2013** by and between the **County of Hidalgo, Texas** ("County"), and **PRO-TECH PEST CONTROL** (“Company").

WHEREAS, Company responded to advertised notices for bids for: **“Pest Control Services** for **ALL Sheriff’s Office Facilities” (Jail-Law Enforcement-Academy, Etc..) (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit “A” Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit “A” Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit “A” Request for Bids (RFB) Procurement Packet within **Hidalgo County Sheriff’s Office** following a request for Services by its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on **January 1, 2014** and expiring on **December, 2016** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all

persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties

hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	Pro-Tech Pest Control Attn: Raul Martinez, Owner P.O. Box 4254 McAllen, Texas 78502

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _day of _____, 2013.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:
PRO-TECH PEST CONTROL

By:_____
Printed Name: Raul Martinez
Title: Owner

EXHIBIT “A”

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

June 10, 2013

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"Pest Control Services for all Sheriff's Office Facilities (Jail –Law Enforment- Academy etc.)"**
Bid No: 2013-146-06-26-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids 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/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY SHERIFF'S OFFICE

"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy-Etc.)"

RFB NO: 2013-146-06-26-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	7
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	9

The above mentioned items shall be found in the Request for Bids (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

June 10, 2013
Date

Bid No: 2013-146-06-26-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement–Academy-Etc)"

BID OPENING DATE:

JUNE 26, 2013

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 SHERIFF'S OFFICE – "PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy–Etc.)"** 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-2013-146-06-26-SGS HIDALGO COUNTY SHERIFF'S OFFICE - ""PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy–Etc.)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, June 26, 2013. 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-2013-146-06-26-SGS RFB- HIDALGO COUNTY SHERIFF'S OFFICE – ""PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy–Etc.)".** 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 SHERIFF'S OFFICE – ""PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy–Etc.)"** 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 Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**JUNE 26, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

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.

For

HIDALGO COUNTY SHERIFF'S OFFICE
"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES
(Jail-Law Enforcement -Academy–Etc.)"
BID NO.: 2013-146-06-26-SGS

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: _____

SPECIFICATIONS

SCOPE OF SERVICES:
Hidalgo County Sheriff's Office is seeking to enter into contract with a qualified bidder(s) to provide regularly scheduled Pest Control Services. Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population control at the County's premises; covered by this contract.

REQUIREMENTS/SPECIFICATIONS:
The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified in Exhibit "A" herein including, but not limited to: all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, other building portions, all outer perimeters of buildings and any part not specifically described herein.

Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.

When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.

Services will be performed by the Vendor on a monthly basis schedule and during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

Chemicals cannot be stored and/or left unattended at any time on County premises.

VENDOR RESPONSIBILITIES:
Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

The Vendor is to coordinate all work with the Hidalgo County Sheriff"s Office for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

A copy of this signed statement must be included with each monthly invoice.

The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

The Vendor shall report to Hidalgo County Sheriff's any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County Sheriff's Office. Call-back service will be in request by Hidalgo County Sheriff's Office when previous treatment fails to control the pests specified herein.

BID AWARD:

All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best interest to Hidalgo County including, but not limited to the following:

A.) The overall lowest bid price.
B.) The reputation of the bidder
C.) The quality of the bidder's goods and/or services.
D). The bidder's past performance.

Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications/requirements.

VENDOR QUALIFICATIONS:

Vendor must have been in the commercial structural pest control business for a minimum of three years and maintain a current business license from the Texas Structural Pest Control Board.

Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County when requested by the Hidalgo County Sheriff's Office. Hidalgo County reserves the right to request documentation at any time during the service period.

SERVICE SCHEDULE:

At mutually agreeable dates, the vendor shall meet with the Sheriff's to review and approve scheduling prior to beginning of work. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work. Upon completion of all meetings, vendor shall prepare Hidalgo County Purchasing an approved service schedule for all departments in a spreadsheet type format outlining the dates and times service will be performed. Revisions may be made in the event a building is added or deleted from the services.

WORK HOURS:
All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

SPECIAL SERVICE DUE TO RE-INFESTATION:
Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County Sheriff's Office. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:
Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County Sheriff's Office operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County. Vendor shall respond to the request for emergency service and be on-site within four (4) hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals and bait traps used in performance of the service. If chemicals are changed the Vendor must provide the Sheriff's Office with new MSDS sheets.

Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

CONTRACT PRICE:
An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost. Additional sites will be priced based on **square footage.**

BUILDING RESTRICTIONS:

Parking:
Vendor shall make arrangements with the authorized Hidalgo County Sheriff's Office Representative prior to offloading equipment at the job site. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Sheriff's Office Representative.

Restrooms:
Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

Access:
Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

TERMS & CONDITIONS:

1. Term of contract is for a three (3) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term

3. County may seek purchases from state awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

4. 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.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Hidalgo County reserves the right to add or delete locations during the term of the contract.

7. Hidalgo County reserves the right to award to one or MULTIPLE vendors if the County determines it is in the best interest to do so.

8. Vendor (s) will provide and maintain all the required Insurances as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

9. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

10. 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.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandy.suarez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, JUNE 19, 2013 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, JUNE 21, 2013 BY 5:00 P.M.**

HIDALGO COUNTY SHERIFF'S OFFICE
(Entire Surrounding Buildings)
El Cibolo Road
Edinburg, Texas 78539
NOTE: THE FOLLOWING ARE APPROXIMATE SERVICE LOCATIONS/SITES WHICH SHOULD INCLUDE, BUT NOT LIMITED TO:

JAIL (Approximately 270,000 Sq. Ft.)	
9 Inmate Dormitory Living Areas Pipe Chases 3 Public Lobbies 3 Visitation Areas Employee Training Rooms Staff Dining Kitchen Area Inmate Processing Area Infirmary Administration Staff Offices	**BILLING ADDRESS:** 701 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez 956-381-7800
LAW ENFORCEMENT CENTER (Approximately 30,000 Sq. Ft.)	
Administration	**Billing Address:** 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
MOTORPOOL (Approximately 10,000 Sq. Ft.)	
Administration	**Billing Address:** 713 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
SHERIFF TRAINING ACADEMY (Approximately 14,400 Sq. Ft.)	
Administration	**Billing Address:** 715 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
CSI Garage (Approximately 875 Sq. Ft.)	
Law Enforcement	**Billing Address:** 713 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114

SHOOTING RANGE OFFICE	
Administration	**Billing Address:** 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
TOWER CONTROL	
Booth	**Billing Address:** 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
SHERIFF ANNEX BUILDING	
Administration	**Billing Address:** 413 N. 14th & Loeb Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
EAST SUB-STATION (Approximately 12, 250 Sq Ft)	
Administration	**Billing Address:** 3003 E. Mile 11 North Weslaco, Texas 78596 Contact Person: Sgt Daniel Casarez (956) 383-8114

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES"
(JAIL-LAW ENFORCEMENT-ACADEMY-ETC.)
RFB NO.: 2013-146-06-26-SGS

BID PAGE

Unit Price For Jail:	**$**
Unit Price For Law Enforcement Center:	**$**
Unit Price For Motorpool:	**$**
Unit Price For Sheriff Training Academy:	**$**
Unit Price For CSI Garage:	**$**
Unit Price For Shooting Range Office:	**$**
Unit Price For Tower Control Booth	**$**
Unit Price For Sheriff Annex Building	**$**
Unit Price For East Substation	**$**
TOTAL PRICE PER MONTH:	**$**
Any Additional sites Price per square footage	**$ per sq ft.**

Internal use only: Commodity Code 910-59

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO._____FAX NO._____

E-MAIL ADDRESS: _____

CELLULAR NO:._____

PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY
Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 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 e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

EXHIBIT “B”

VENDOR’S BID and TAB SHEET

HIDALGO COUNTY PURCHASING DEPARTMENT
RECOMMENDED AWARDED VENDOR

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE	
BID OPENING DATE: JUNE 26, 2013	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: " Pest Control Services For All Sheriff's Office Facilities"	
BID NO: 2013-146-06-26-SGS	**BUYER: SANDY SUAREZ**
NAME OF COMPANY	**TOTAL PRICE PER MONTH**
1.) **Pro-Tech Pest Control**	**$ 530.00**
	Additional sites: $ 0.15 per sq. ft.

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES"
(JAIL-LAW ENFORCEMENT-ACADEMY-ETC.)
RFB NO.: 2013-146-06-26-SGS

BID PAGE

Unit Price For Jail:	$ 205
Unit Price For Law Enforcement Center:	$ 60
Unit Price For Motorpool:	$ 40
Unit Price For Sheriff Training Academy:	$ 40
Unit Price For CSI Garage:	$ 20
Unit Price For Shooting Range Office:	$ 40
Unit Price For Tower Control Booth	$ 40
Unit Price For Sheriff Annex Building	$ 40
Unit Price For East Substation	$ 45
TOTAL PRICE PER MONTH:	$ 530.00
Any Additional sites Price per square footage	$(.015) per sq ft.

Internal use only: Commodity Code 910-59

BIDDER/COMPANY NAME: Pro-Tech Pest Control

ADDRESS: PO Box 4254

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE NO. (956) 289-9242 FAX NO. —

E-MAIL ADDRESS: raul@protechbugs.com

CELLULAR NO.: (956) 289-9242

PRINTED NAME: Raul Martinez

AUTHORIZED SIGNATURE: [signature]

TITLE: OWNER

DATE: JUNE 14, 2013

EXHIBIT “C”

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2013

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

HELEN R. SMITH, INSURANCE AGENT
PO.BOX 870612

MESQUITE TX 75187-0612

CONTACT NAME: HELEN R. SMITH
PHONE (A/C, No, Ext): 972-279-0516 FAX (A/C, No): 972-279-0516
E-MAIL ADDRESS: babci2@att.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : UNDERWRITERS AT LLOYD'S, LONDON	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

PRO-TECH PEST CONTROL
JOSE R. MARTINEZ, JR.
P O BOX 4254
MCALLEN. TX 78502

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: [X] POLICY [ ] PRO-JECT [ ] LOC	X	X	LLB-TX-GL-21508321-02	01/29/2013	01/29/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						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)

BLANKET ADDITIONAL INSURED, WAIVER OF SUBROGATION AND PRIIMARY NON-CONTRIBUTORY ENDORSEMENTS ATTACHED TO GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: SANDY SUAREZ
2802 S. HWY. 281, EDINBURG, TX 78539
sandy.suarez@co.hidalgo.tx.us

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
HELEN R. SMITH

ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/18/2013

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:	
Jorge Benitez(1940302) 1211 N Raul Longoria Rd Ste A San Juan TX 78589-3714	PHONE (A/C, No, Ext): 956-961-4045	FAX (A/C, No):
	E-MAIL ADDRESS: jbenitez@farmersagent.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Truck Insurance Exchange	21709
INSURER B :	Farmers Insurance Exchange	21652
INSURER C :	Mid Century Insurance Company	21687
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Martinez, Jose
DBA Pro Tech Pest Control
409 Tiger Ave
San Juan TX 78589

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	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	ALL OWNED AUTOS / SCHEDULED AUTOS (X)			605473200	07/15/2013	07/15/2014	BODILY INJURY (Per accident)	$ 500,000
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Vehicle Information 2006 FORD RANGER 1FTYR10D26PA73064

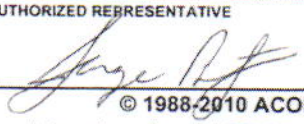
CERTIFICATE HOLDER

Hidalgo County
attn Sandy Suarez
2802 S. Hwy 281
Edinburg, Texas 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



ACORD 25 (2010/05)

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Affidavit & Indemnity Agreement

Date: 7/22/13

Affiant: Jose Raul Martinez, Jr.

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Jose Raul Martinez, Jr. states he is a sole proprietor doing business as Pro-Tech Pest Control . Affiant will provide services for Hidalgo County Sheriff's Office under a Hidalgo County RFB Description# 2013-146-06-26-SGS- "Pest Control Services for all Sheriff's Office Facilities(Jail-Law Enforcement-Academy-Etc)".

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Printed Name of Affiant: Jose Raul Martinez Jr.

SWORN AND SUBSCRIBED TO under oath before me on July 22, 2013

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
ROSA ELENA PEDRAZA
My Commission Expires
November 24, 2016

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve - Contract#C-13-146-08-06 - Raul Martinez dba Pro Tech Pest Control - Pest Control Svcs - HCSO

From : Steve Crain <scrain@atlashall.com> Mon, Jul 22, 2013 03:35 PM

Subject : RE: Review & Approve - Contract#C-13-146-08-06 - Raul Martinez dba Pro Tech Pest Control - Pest Control Svcs - HCSO 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, July 22, 2013 2:23 PM
To: Steve Crain; Marynel Trevino
Cc: Martha Salazar; Darlene H. Betancourt; Sandy Suarez
Subject: Review & Approve - Contract#C-13-146-08-06 - Raul Martinez dba Pro Tech Pest Control - Pest Control Svcs - HCSO

Good afternoon, Mr. Crain-

Please review and approve as to form (attached hereto) contract# ***C-13-146-08-06*** with ***PRO-TECH PEST CONTROL*** for the purposes of ***"PEST CONTROL SERVICES"*** for the ***SHERIFF'S OFFICE.***

*****NOTE: Will be placed on the next CC agenda for final approval.***

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

image001.gif
345 B

AI-39934 **Purchasing Department 20. D. 2.**

CC REGULAR

Meeting Date: 08/06/2013

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of lowest amount received through Request For Sealed Quotes (RFSQ) as detailed in tabulation sheet contained herein, meeting all specifications and/or requirements for the purpose of award and approval of an open/blanket Purchase Order to expire on December 31, 2013 for project titled: Hidalgo County-"Polygraph Examiner"-project No.: 2013-231-07-31-MEG

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Funds available as of 8/1/2013.

Attachments

Recommendation Memo

Specs/Participation Sheet/ Tab Sheet

Commodity Code

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/01/2013 11:47 AM
Budget & Management	Obdett Calzada	08/01/2013 01:30 PM
Obdett Calzada	Obdett Calzada	08/02/2013 11:08 AM
Auditor's Office	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Elena Gomez Started On: 07/29/2013 12:12 PM

Final Approval Date: 08/02/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO Captain Richard Ozuna
Hidalgo County Sheriff's Office

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **July 23, 2013**

RE: **RFSQ RECOMMENDATION REQUEST**
Bid No. 2013-231-07-31–MEG for **HIDALGO COUNTY SHERIFF'S OFFICE**
"Polygraph Examiners"

We have received **three (3)** qualified quotes in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the quotes response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, August 5, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. AR Investigative Polygraph Services LLC.	Lowest payment.
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1100-421-00-280.001-0-339

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Richard Ozuna	HCSO	7-29-2013

Enclosures

Specifications:
Hidalgo County Sheriff's Office is seeking quotes with a qualified vendor(s) to furnish Polygraph Examiners on an "As Needed Basis". The following are the minimum requirements and/or specifications that will be acceptable. Any bid that does not meet the minimum requirements and/or specifications will be rejected. These quotes will remain firm thru December 31, 2013 to include, but not limited to, the following:

Location(s):
Hidalgo County Sheriff's Office 711 El Cibolo Road Edinburg, Texas 78542

Type of Examinations:
All exam questions will be reviewed and approved by the Hidalgo County Sheriff's Office prior to the exam.

- Criminal
- Pre-Employment
- Suitability

Requirements:
Polygraph Examiner must be licensed by the State of Texas and keep current with renewals at his/her expense. (Must submit a copy of certification)

Polygraph Examiner must have a minimum of Five (5) years experience in specific field of Law Enforcement.

Polygraph Examiner (s) must follow rules set out by Texas Department of Licensing and Regulation 16 Texas Administrative Code, Chapter 88

Response Time:
Polygraph Examiner must be available within 8 hours of notification.

Response of Enquiry:

- Please specify timeframe for exam(s) results, both verbal & documented
- Provide days/hrs of the operation services will be available.
- List an alternate location where polygraph examinations may be provided other than at the Hidalgo County Sheriff's Office.

Terms and Conditions:

1. All services will be done on an **"As Needed Basis".**

2. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

3. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.

4. Any quote awarded to a successful awarded vendor(s) will be in effect until (a) the sealed quote expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

5. Hidalgo County reserves the right to award canceled sealed quote to next lowest awarded vendor(s) as it deems to be in the best interest of the County.

6. After quote is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with sealed quote agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, county shall charge the successful bidder the difference for any additional cost of such item.

7. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit "C" Insurance Requirements.

8. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

9. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County best interest to do so.

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 INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday July 23, 2013 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday July 26, 2013.

REQUEST FOR SEALED QUOTES FORM

Name of Project: Polygraph Examiners

COMPANY NAME:		**REQUEST FOR QUOTES:2013-231-07-31-MEG**	
ADDRESS:		QUOTATION	
CITY/STATE/ZIP:		INQUIRY ONLY	
PHONE/ FAX NO.:		THIS IS NOT AN ORDER	
REPRESENTATIVE:		SUMMARY OF QUOTATION	

FROM: Hidalgo County Purchasing Department- (Sheriff's Office)

ADDRESS: 2802 S. Business Hwy 281
Edinburg, Texas 78539

PHONE FAX Phone: (956)- 292-7000 ext 4855
Fax: (956)-292-7612

Attn Elena Gomez
elena.gomez@co.hidalgo.tx.us

QUOTE GOOD FOR _____DAYS

TERMS from date_____ to date _____

QUOTATIONS MUST BE RECEIVED BY: July 31 , 2013 @ 5:00 P.M email or in person

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
		Pricing per polygraph exam:		
1		Criminal		
2		Pre-Employment		
3		Suitability		
		Vendor Response:		
1		Timeframe for results for both verbal and documentation.	Verbal	Documentation
2		Hours of operation (day/hours)	days hours	
3		Alternate test location (s)		

SPECIAL NOTICE TO VENDORS:

1. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND RETURN NO BID.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.
4. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.
5. WE RESERVE THE RIGHT TO ACCEPT OR PROTECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES MUST NOT EXCEED LIMIT OF $50,000.00

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/ RFSQ PACKETS
QUOTES

RFSQ OPENING DATE: **July 31, 2013** **RFSQ OPENING TIME:** **9:30 A.M.**

DEPARTMENT/ RFSQ DESCRIPTION: **Polygraph Examiner (Pre-Employment)-Sheriff's Office**

RFSQ NO: **2013-231-07-31-MEG**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Arbitration Polygraph Services LLC. Gilbert Capuchina	Email	Elena Gomez	07/18/13	PO Box 3974 McAllen, Texasa 78502 956-212-5586 gilbertocapuchina@att.net
Continental Polygraph Jose Flores III	Email	Elena Gomez	07/18/13	905 East 8th San Juan, Texas 78589 956-778-0300 jflores101@aol.com
Purpose Driven Polygraph Investigative Consultants LLC. Ronnie Munoz	Email	Elena Gomez	07/18/13	624 N. Tio Suite B Weslaco, Texas 78596 956-266-3090 956-343-7123 ronnie6199@gmail.com

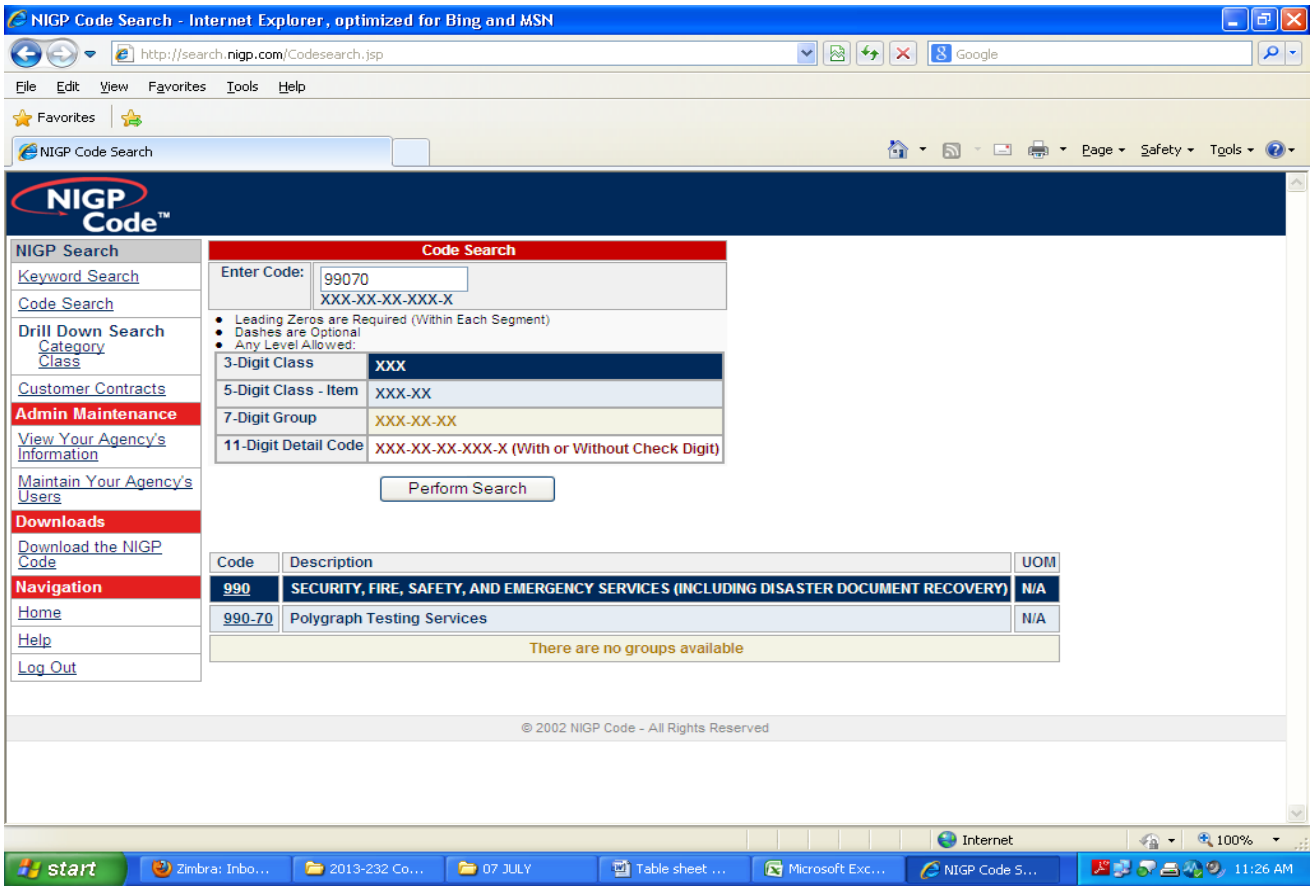
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

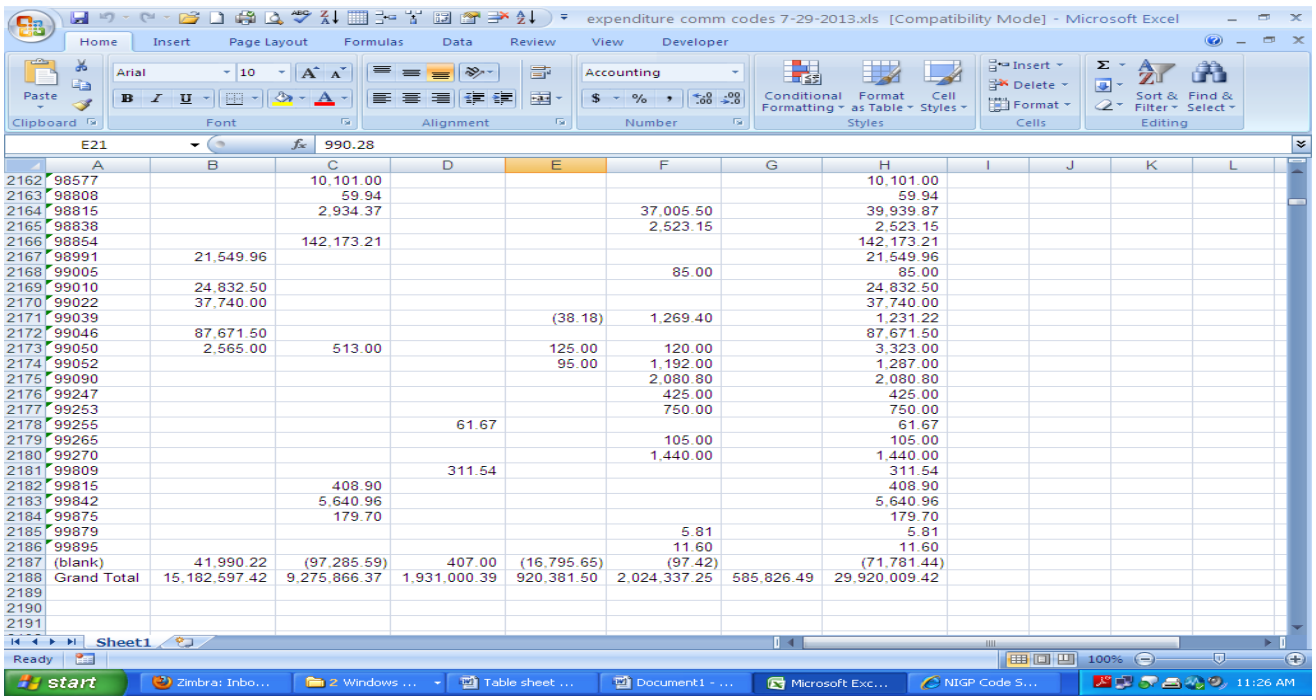
TABULATION SHEET
"POLYGRAPH EXAMINERS" Sheriff's Office
RFSQ: 2013-231-07-31-MEG

Commodity Code 990-70

Pricing per Polygraph Exam		
Vendors		Arbitration Polygraph Services LLC McAllen, Texas
Criminal		280.00
Pre-Employment		175.00
Suitability		200.00
Total		**655.00**
Vendor Response:		
Timeframe:	verbal	5 to 10 minutes
	documentation	24 to 48 hrs
Hours of Operation	Days	7 days wk
	hours	24 hrs
Alternate location		none

As of 07/29/13
Commodity Code 990-70 Balance 0.00





	A	B	C	D	E	F	G	H	I	J	K	L
2162	98577		10,101.00					10,101.00				
2163	98808		59.94					59.94				
2164	98815		2,934.37			37,005.50		39,939.87				
2165	98838					2,523.15		2,523.15				
2166	98854		142,173.21					142,173.21				
2167	98991	21,549.96						21,549.96				
2168	99005					85.00		85.00				
2169	99010	24,832.50						24,832.50				
2170	99022	37,740.00						37,740.00				
2171	99039				(38.18)	1,269.40		1,231.22				
2172	99046	87,671.50						87,671.50				
2173	99050	2,565.00	513.00		125.00	120.00		3,323.00				
2174	99052				95.00	1,192.00		1,287.00				
2175	99090					2,080.80		2,080.80				
2176	99247					425.00		425.00				
2177	99253					750.00		750.00				
2178	99255			61.67				61.67				
2179	99265					105.00		105.00				
2180	99270					1,440.00		1,440.00				
2181	99809			311.54				311.54				
2182	99815		408.90					408.90				
2183	99842		5,640.96					5,640.96				
2184	99875		179.70					179.70				
2185	99879					5.81		5.81				
2186	99895					11.60		11.60				
2187	(blank)	41,990.22	(97,285.59)	407.00	(16,795.65)	(97.42)		(71,781.44)				
2188	Grand Total	15,182,597.42	9,275,866.37	1,931,000.39	920,381.50	2,024,337.25	585,826.49	29,920,009.42				
2189												
2190												
2191												

AI-39967 **Closed Session 21. C.**

CC REGULAR

Meeting Date: 08/06/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rodolfo Montalvo Palomo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/31/2013 04:16 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Aida Alvarez Started On: 07/31/2013 09:59 AM

Final Approval Date: 08/02/2013

AI-39997 **Closed Session 21. D.**

CC REGULAR

Meeting Date: 08/06/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Manuel Trevino

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2013 10:49 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Aida Alvarez Started On: 08/01/2013 10:07 AM

Final Approval Date: 08/02/2013

AI-39968 **Open Session 22. C.**

CC REGULAR

Meeting Date: 08/06/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rodolfo Montalvo Palomo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/31/2013 04:16 PM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Aida Alvarez Started On: 07/31/2013 10:02 AM

Final Approval Date: 08/02/2013

AI-39998 **Open Session 22. D.**

CC REGULAR

Meeting Date: 08/06/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Manuel Trevino

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2013 10:49 AM
Purchasing Department	Monica Badillo	08/02/2013 04:55 PM

Form Started By: Aida Alvarez Started On: 08/01/2013 10:08 AM

Final Approval Date: 08/02/2013